

**CONTRACT DOCUMENTS
STARTRAN**

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
StarTran Uniform Rental
Quote No. 4431**

**G K Services
1150 Applewood Drive, Ste. 2
Papillion, NE 68046
515-208-1834**

**CITY OF LINCOLN
STARTRAN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **G K Services, 1150 Applewood Drive, Ste. 2, Papillion, NE 68046**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Requirements for Uniform Rental - StarTran, Quote No. 4431** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal, including replacements costs as per Attribute No. 8.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as-needed basis for the duration of the contract. The total cost of products or services for City departments shall not exceed \$8,000.00 during the contract term without approval.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a two (2) year term with the option to renew for one (1) additional two (2) year term.
8. Non-Discrimination Clause. StarTran shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the (Recipient) of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

9. The Contract Documents comprise the Contract, and consist of the following:
1. Contract Agreement
 2. Accepted Proposal/Response
 3. Special Provisions
 4. Specifications
 5. Federal Requirements
 6. Instructions to Bidders
 7. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Resolution No. _____

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

G+K Services
Name of Corporation

1150 Applewood Dr Papillion, NE
(Address) 68046

By: [Signature]
Duly Authorized Official

Dist. Sales Mgr
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Suzanne Siemer Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68516	Address	StarTran 710 J St. Lincoln, NE 68508
Email	ssiemer@lincoln.ne.gov	Contact	Suzanne Siemer Asst. Purchasing Agent	Contact	
Phone	(402) 441-7414		Purchasing	Department	
Fax	(402) 441-6513			Building	
Bid Number	4431	Department			
Title	Annual Requirements for Uniform Rental - StarTran	Building	Suite 200	Floor/Room	
Bid Type	Quote	Floor/Room		Telephone	
Issue Date	04/18/2013	Telephone	1 (402) 441-7414	Fax	
Close Date	4/25/2013 2:00:00 PM CT	Fax	1 (402) 441-6513	Email	
Need by Date		Email	ssiemer@lincoln.ne.gov		

Supplier Information

Company G K Services
Address 1150 Applewood Drive
Suite 2
Papillion, NE 68046
Contact Jay Franklin
Department
Building
Floor/Room
Telephone 515 (208) 1834
Fax 515 (266) 3946
Email cfrankli@gksservices.com
Submitted 4/24/2013 11:51:58 AM CT
Total \$3,496.40

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
5	FTA Forms	I have read and accept the terms as listed in the attached FTA Forms and agree to follow those requirements as part of this bid and any subsequent contracts.	Yes
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	yes
8	Replacement Costs	Please list the replacement cost for each piece of clothing being bid. This information will be used in the event of loss by the City. Technician Shirt Technician Pants Coveralls Coat Supervisor Shirt Supervisor Pants	\$13, \$14, \$25, \$25, \$19, \$21
9	Protest Procedures	I acknowledge that I have read and understand the City of Y Lincoln Bid Protest procedures. I further recognize that in the event a protest is denied by the City, I may file a protest with the Federal Transit Authority after exhausting all administrative remedies with the City. For further information on a protest, a Vendor may contact the City Purchasing Agent.	Y
10	DUNS Requirement	A DUNS (Data Universal Numbering System) Number is required to award a Federal Grant contract. Please list your DUNS number in the space provided. If you do not have a DUNS number go to http://fedgov.dnb.com/webform/CCRSearch.do Failure to obtain a DUNS number may result in the rejection of your bid.	191798305
11	SAM Requirement	Vendors must be registered with the System for Award Management (SAM) system to be eligible for award on this bid due to the use of Federal Grant funds. Are you registered with SAM? YES or NO IF NO, YOUR BID MAY BE REJECTED To register in the SAM system go to www.sam.gov - Click: Create User Account.	YES

- 12 Bid award
- I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission.

- If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.
- Yes
- 13 Small Business Information
- The City of Lincoln wishes to foster small business participation in its bids for products and services purchased. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal.(If you are unsure of your status as a Small Business, please refer to the NAICS list attached to the Bid Attachment section.)

- No, No,
- 1) Are you a Small Business according to the NAICS size guidelines? YES or NO?

- If YES, what is the category you are listed under, the number of employees you have and the average annual receipts?

- 2) Will you be utilizing any Sub-Contractors in the performance of the contract awarded from this bid? YES or NO

- If YES, name the Sub-Contractors in the space provided.

- 3) If you are not a Small Business, are you willing to provide subcontracting opportunities of the type/size that small businesses, including DBE's, can reasonably perform? YES or NO

- If NO, why?
- 14 DBE Information
- The City of Lincoln Transit Program(StarTran) requests Disadvantaged Business Enterprise (DBE) information from each Vendor submitting a bid for products and services. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal.

- Are you a registered DBE with the State of Nebraska or any other State or Entity? YES or NO?

- If YES, name the state or entity.

- IF YES OR NO, PLEASE ANSWER THE QUESTIONS BELOW!

- 111 yrs and andwer D
- What is the age of your business?

- What are the annual gross receipts of your business -

- List One:

- A. - \$0 - \$500,000.00

- B. - \$500,000.00 - \$1 Million

- C. - \$1 Million - \$5 Million

- D. - Over \$5 Million
- 15 Numbers in Price Box
- I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of \$0 for respective line items.
- Yes

16	References	I have attached my References to the Response Attachment section of this bid.	Yes
17	Contact	Name of person submitting this bid:	Jay Franklin
18	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	4,655	Sets/Day	Technicians Uniforms - Shirts and Pants LIST THE COST PER SET - PER DAY THE DAILY AMOUNT X 5 MUST TOTAL YOUR WEEKLY RATE LISTED IN THE SUPPLIER NOTES!	\$0.52

Item Notes: LIST THE WEEKLY AMOUNT IN THE SUPPLIER NOTES SECTION FOR THIS LINE ITEM.

The Quantity listed is based on 19 employees receiving one set per day x 5 days per week, for 49 weeks per year. This is an estimate only to determine total cost.

Vendor must meet the needs of the department as listed in the Specifications and as circumstances change throughout the year.

The cost per uniform set for additional Technician Uniforms shall be charged at the Per "Set" rate for the term of the contract.

Supplier Notes: 1 employees x 5 shirts @ .26 = \$1.30
1 employees x 5 pants @ . = \$1.30
total for the week = \$2.60 per employee

2	342	EA	Coveralls LIST THE COST PER WEEK 	\$0.80
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Item Notes: LIST THE WEEKLY AMOUNT IN THE SUPPLIER NOTES SECTION FOR THIS LINE ITEM.

The quantity listed is based on 19 employees receiving one per week for 18 weeks per year. This is an estimate only to determine total cost.

Vendor must meet the needs of the department as listed in the Specifications and as circumstances change throughout the year.

The cost for additional Coveralls shall be charged at the "Each" rate for the term of the contract.

Supplier Notes: 1 employees x 1 coverall @ \$.80

3	378	EA	Mechanic Shop Coat LIST THE COST PER WEEK	\$0.80
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Item Notes: LIST THE WEEKLY AMOUNT IN THE SUPPLIER NOTES SECTION FOR THIS LINE ITEM.

The quantity listed is based on 21 employees receiving one set per week for 18 weeks per year. This is an estimate only to determine total cost.

Vendor must meet the needs of the department as listed in the Specifications and as circumstances change throughout the year.

The cost for additional Mechanic Shop Coats shall be charged at the "Each" rate for the term of the contract.

Supplier Notes: 1 employees x 1 coat @ \$.80

4	490	Sets/Day	Supervisors Uniforms - Dress/Knit Shirts and Dress Pants LIST THE COST PER SET - PER DAY THE DAILY AMOUNT X 5 MUST TOTAL YOUR WEEKLY RATE LISTED IN THE SUPPLIER NOTES!	\$1.02
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Item Notes: LIST THE WEEKLY AMOUNT IN THE SUPPLIER NOTES SECTION FOR THIS LINE ITEM.

The Quantity listed is based on 2 employees receiving one set per day x 5 days per week, for 49 weeks per year.

This is an estimate only to determine total cost.

Vendor must meet the needs of the department as listed in the Specifications and as circumstances change throughout the year.

The cost per uniform set for additional Supervisor Uniforms shall be charged at the per "Set" rate for the term of the contract.

Supplier Notes: 1 employees x 5 shirts x \$.48 = \$2.40 a week
1 employees x 5 pants x .54 = \$2.70 a week

Response Total:	\$3,496.40
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Omaha References

1. Packing Corp of America - Tom Malfara
402-733-3333
2. Redfield and Company - John Ira
402-453-9896
3. Field Paper Company - Cliff Richter
402-733-3600

**SPECIFICATIONS
ANNUAL REQUIREMENTS FOR UNIFORM RENTAL
STARTRAN**

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 It is the intent of the City of Lincoln to enter into a contract for providing and cleaning uniforms at StarTran.
- 1.2 The term of the agreement shall be for a two (2) years, from the date of contract execution with the option to renew for one (1) additional two (2) year term.
- 1.3 Vendor shall submit bid documents and all supporting material via e-bid.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Suzanne Siemer, Asst. Purchasing Agent (ssiemer@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.4.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.4.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.4.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.5 The transit program receives funding from the Federal Government for the operation of their program.
 - 1.5.1 Vendors must read, acknowledge and follow the requirements of the Federal guidelines attached to the bid.
 - 1.5.2 Failure to agree to the Federal Requirements or return certifications as required will result in the rejection of bid.
- 1.6 The City has the option to purchase additional products on this bid in an amount that does not exceed 10% of the quantities listed in the Line Item section of the bid at the current contract price through the term of the contract.
 - 1.6.1 If this optional amount will be exceeded during the contract term, a new bid may be solicited according to FTA Procurement Guidelines.
 - 1.6.2 In the event the City reduces the amount of service provided by StarTran, or other circumstances develop, the City may order in a quantity less than the amount listed in the Line Items without any penalty to the City.
- 1.7 Prices submitted must include delivery, FOB destination, to:
 - StarTran Garage
 - 710 J Street
 - Lincoln, Ne 68508
- 1.8 **Due to the fact that this contract uses Federal Grant money from FTA, only StarTran may purchase from this contract.**
- 1.9 In order for your company to qualify for an award on this bid, you must provide your DUNS (Data Universal Numbering System) number and be registered with the SAM (System for Award Management).
 - 1.9.1 Provide your DUNS number in the attribute section of the e-bid.
 - 1.9.1.1 If the vendor does not have a DUNS number, you must register at <http://fedgov.dnb.com/webform/CCRSearch.do>
 - 1.9.2 Indicate in the attribute section of the e-bid if your company is registered with SAM?
 - 1.9.2.1 For new registration, go to www.sam.gov and click "Create User Account" - Note you will need your DUNS Number and Federal Tax Identification number during the registration process.
 - 1.9.2.2 SAM registration must be renewed at least every 12 months to remain valid.

2. VENDOR REQUIREMENTS

- 2.1 Contract must pick up soiled uniforms and deliver clean uniforms once a week.
- 2.2 StarTran will furnish all necessary bags and racks for the soiled uniforms.
- 2.3 Each individual's uniforms will be returned on hangers tied together and marked by name and number.
- 2.4 Vendor shall count in and out all uniforms by employee.
 - 2.4.1 A record of this count shall be given to the City's representative on a weekly basis.
- 2.5 All uniforms must be dated as to when put in service.
 - 2.5.1 Any codes used shall be explained ahead of time.
- 2.6 Shortages shall be made up within 24 hours unless there is not enough uniforms to allow the employee to work, in which case overnight delivery or loaner will be supplied.
- 2.7 Vendor MUST provide a quarterly report to StarTran office which shows the number of uniforms cleaned, delivered and paid for by StarTran.
 - 2.7.1 Report must also provide unit pricing and total amount spent during this time period.
 - 2.7.2 Failure to send this report may result in the termination of the contract and exclusion of the Vendor on future StarTran bids.
 - 2.7.3 Vendor shall send the report to Glenn Knust at the StarTran Office, via fax, to 402 441-7055.
 - 2.7.4 The quarterly report shall indicate your Company Name, Bid Number, and be titled as follows: "Quarterly Report - Annual Requirements for Uniform Rental - StarTran".
- 2.8 Vendor must also provide a copy to the Purchasing office upon request.

3. MATERIAL SPECIFICATIONS

- 3.1 Technician's Uniforms
 - 3.1.1 Shirts
 - 3.1.1.1 Medium blue in color (new to start).
 - 3.1.1.2 Short or long sleeve option, year round.
 - 3.1.1.3 Shall be 65/35, polyester/cotton.
 - 3.1.1.4 Standard industrial rental work type, 7 button front.
 - 3.1.1.5 White name patch to be provided by Vendor at no cost to StarTran and sewn on using medium blue thread above left pocket.
 - 3.1.1.6 StarTran logo and award emblems to be provided by StarTran and sewn on by Vendor on the right upper breast opposite and in line with name tag.
 - 3.1.2 Pants
 - 3.1.2.1 Navy blue in color (new to start).
 - 3.1.2.2 Shall be 65/35, polyester/cotton.
 - 3.1.2.3 Permanent Press.
 - 3.1.2.4 Two front and two rear pockets.
 - 3.1.2.5 Button or hook type waist closure with zipper.
 - 3.1.2.6 Belt loops.
 - 3.1.2.7 Standard industrial rental work type.
 - 3.1.3 Coveralls
 - 3.1.3.1 Navy blue in color (new to start).
 - 3.1.3.2 shall be 65/35, polyester/cotton.
 - 3.1.3.3 Permanent press.
 - 3.1.3.4 Two front and two rear pockets.
 - 3.1.3.5 Name and logo patches per Section 3.1.1.5 and 3.1.1.6.
 - 3.1.3.6 Zipper front.

- 3.1.4 Mechanics Shop Coat
 - 3.1.4.1 Navy blue in color (new to start).
 - 3.1.4.2 Shall be 65/35, polyester/cotton.
 - 3.1.4.3 Permanent press.
 - 3.1.4.4 Two front pockets.
 - 3.1.4.5 Name and logo patches per Section 3.1.1.5 and 3.1.1.6.
 - 3.1.4.6 Zipper front.
- 3.2 Supervisor's Uniforms
 - 3.2.1 Dress Shirts
 - 3.2.1.1 Various colors
 - 3.2.1.2 Short or long sleeve optional year round
 - 3.2.1.3 65/35 polyester/cotton blend
 - 3.2.2 Knit Shirts
 - 3.2.2.1 Various colors
 - 3.2.2.2 Short sleeve
 - 3.2.2.3 50/50 polyester/cotton blend
 - 3.2.3 Dress Slacks
 - 3.2.3.1 Various colors
 - 3.2.3.2 Choice of 100% cotton, or 65/35 polyester/cotton blend
 - 3.2.3.3 Permanent press
 - 3.2.3.4 Two (2) front pockets and two (2) rear pockets
 - 3.2.3.5 Button or hook type waist closure, with zipper
 - 3.2.3.6 Belt loops

4. MEASUREMENTS

- 4.1 Vendor must measure each individual at StarTran Bus Garage at 710 "J" Street.
- 4.2 Time and date to be arranged and agreed upon.
- 4.3 A proper fit must be guaranteed
- 4.4 Contact person after contract award is Glenn Knust at 402-441-7185
- 4.5 Vendor shall measure and guarantee fit of any new employee throughout the term of this contract.

5. UPGRADING

- 5.1 Vendor must maintain uniforms and agree to constant upgrading to keep each individual in uniforms of the best possible grade at all times.
- 5.2 Uniforms must be thoroughly checked quarterly to make any necessary upgrading.
 - 5.2.1 Such checks must include button and zipper repair and/or replacement.
- 5.3 Tags and pins must be furnished for any special instruction that may be required on a normal basis.
- 5.4 Uniforms damaged will be replaced.
 - 5.4.1 Normal wear and tear at no charge
 - 5.4.2 Abuse at a prorated cost.

6. VACATIONS AND SICK LEAVE

- 6.1 On an average the employees use two weeks vacation and one week of sick time.
 - 6.1.1 The basis for the cost per item and per week is based on usage of 49 weeks per year.

7. LOST UNIFORMS

- 7.1 Uniforms that are lost by the Vendor will not be paid for.
- 7.2 Uniforms that are lost by employees will be paid for on a prorated basis.
 - 7.2.1 The Vendor must state the costs of any lost clothing in the appropriate attribute of the bid.

8 EMPLOYEE LEAVING EMPLOYMENT

- 8.1 The Vendor must state cost per uniform item to City for employees who leave but do not return their uniforms.
- 8.2 The Vendor must state the time allowed for turning in uniforms.
- 8.3 The Vendor must state any other costs that will be associated with this service.

- 8.4 The information requested above shall be listed on company letterhead and attached to the Response Attachment section of the e-bid response.

9. QUANTITY

- 9.1 An estimated number of Twenty-one (21) employees shall be supplied uniforms on a weekly basis as follows:
 - 9.1.1 Shirts and pants - Employee may have a total of 11 changes (comprised of 5-dirty, 5-clean and one on the employee).
 - 9.1.2 Coveralls & Coats - Employees may have a total of 2 Changes (1-dirty and 1-on the employee) in any combination (i.e. 2 Coveralls or 2 Coats or 1 Coverall with one Coat).
 - 9.1.2.1 These are obtained at the option of the employee.
- 9.2 Vendors costs as indicated in the Line Items will be the price paid per set or per item on a basis of the number of employees times the number of days times 49 weeks per year.
 - 9.2.1 Coveralls and/or coats indicated in the Line Items will be priced per set or per item on a basis of the number of employees times 18 weeks per year.
- 9.3 Vendors will bill the City on a "per week" basis, per set of uniforms or other closing listed in the bid.
 - 9.3.1 At no time will the weekly rate change without written notification of a price change or change in service.

10. AWARD OF CONTRACT

- 10.1 In determining the lowest cost, most responsive, responsible Bidder, consideration shall also be given to the following factors:
 - 10.1.1 Ability, capacity and skill of the Bidder to comply with the specifications and perform the work required by the contract.
 - 10.1.2 Character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - 10.1.3 Ability of the Bidder to perform the work within the time specified for each project.
 - 10.1.4 Previous and current compliance of the bidder with laws and regulations relating to the work.
 - 10.1.5 Compliance with requirements as outlined in these specifications.
 - 10.1.6 Quality of the Bidder's performance of previous work.
 - 10.1.7 Any other information deemed relevant to the contract by the City.
 - 10.1.8 The City further reserves the right to analyze bid proposals in detail and to award contracts which the City believes to be in its best interests.
 - 10.1.9 The City may make any investigation deemed necessary to determine the ability of a Bidder to perform in accordance with the specifications.
 - 10.1.10 Satisfactory information obtained through any reference check performed.
 - 10.1.11 The City reserves the right to reject any bid based on facts resulting from any investigation which indicates that a Bidder is not properly qualified to perform the obligations of any resulting contract.

11. REFERENCES

- 11.1 Please provide references from at least three (3) sites where you are currently providing similar services as listed in these specs.
 - 11.1.1 Include Company Name, Address, Contact Name, Contact Phone Number on company letterhead and include it in the Response Attachment section of your e-bid response.

SPECIAL PROVISIONS FOR TERM CONTRACTS

PURCHASING DEPARTMENT CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.

9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.

10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so as to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's most current Standard Specifications for Municipal Construction shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdnspec/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with this bidding document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bidding documents.

4. CLARIFICATION OF BIDDING DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 4.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the bidding documents will be issued electronically via addendum. All vendors registered for that bid prior to bid issuance will be notified of the addendum. Bidders registering after the bid is issued will receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the City; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the City prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with the Mayor, any member of the City Council, or City staff except in the course of City sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the City's bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the City of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. to the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES AND GUARANTEES

- 11.1 Copies of the following documents shall accompany the bid proposal for all items being bid, if requested:
- 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 Unless stated otherwise in the specifications, as a minimum requirement of the City, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
- 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the City reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the City, and as the City deems will best serve the requirements and interests of the City.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other materials have been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents and patent rights.
- 16.3 If there are any conflicts or inconsistencies between the Bidder's documents and the City's, the City's documents shall control.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statute Sections 77-1323 and 77-1324. In that regard, every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 The City of Lincoln provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. LIVING WAGE

- 19.1 The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.
- 19.2 If the contract is subject to the City Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage. This wage is subject to change every July.

20. INSURANCE

- 20.1 All Bidders shall take special notice of the insurance provisions required for City contracts (see *Insurance Requirements for All City Contracts*).

21. EXECUTION OF AGREEMENT

- 21.1 Depending on the type of service or commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

- ☐ a. **PURCHASE ORDER**, unless otherwise noted.
1. This contract shall consist of a City of Lincoln Purchase Order.
 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- ☒ b. **CONTRACT**, unless otherwise noted.
1. City will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 3. The City will sign and date the Contract and prepare an Executive Order or Directorial Order for signature.
 4. Upon approval and signature, the City will return one copy to the successful Bidder.

22. TAXES AND TAX EXEMPTION CERTIFICATE

- 22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.
- 22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

23. CITY AUDIT ADVISORY BOARD

- 23.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

24. E-VERIFY

- 24.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the winning bidder agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The winning bidder shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The winning bidder shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

**CITY OF LINCOLN/STARTRAN
RECYCLED PRODUCTS
42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873**

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

CITY OF LINCOLN/STARTRAN
ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capita 1 Projects	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<u>I Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on state pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capita 1 Projects	Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

CITY OF LINCOLN/STAR TRAN
CIVIL RIGHTS REQUIREMENTS
29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

CITY OF LINCOLN/STAR TRAN
ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CITY OF LINCOLN/STAR TRAN
FEDERAL CHANGES
49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CITY OF LINCOLN/STARTRAN
INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA)
TERMS
FTA Circular 4220.1E

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

CITY OF LINCOLN/ STARTRAN
NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CITY OF LINCOLN/STARTRAN
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS
31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

CITY OF LINCOLN/STARTRAN
TERMINATION FOR CAUSE

- a) The City may terminate the Contract if the Contractor:
 - 1. Refuses or fails to supply enough properly skilled workers or proper materials;
 - 2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - 3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - 4. Otherwise commits a substantial breach of any provision of the Contract Documents.
- b) When any of the above reasons exist, the City without prejudice to any other rights or remedies of the City may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition the City may (subject to any prior rights of the surety):
 - 1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - 2. Accept assignment of subcontracts; and
 - 3. Finish the Work by whatever reasonable method the City may deem expedient.
- c) If the Contract is terminated by City as provided in this section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by City.
- d) If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for City staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to City.
- e) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination has been issued for the convenience of the City.
- f) No termination or action taken by City after termination shall prejudice any other rights or remedies of City provided by law or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all losses suffered by City.

CITY OF LINCOLN/STARTRAN
TERMINATION BY THE CITY FOR CONVENIENCE

- a) The City may at its option, terminate this Contract in whole or in part at any time without cause by written notice thereof to the Contractor.
- b) Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the City shall pay Contractor in accordance with this Paragraph. The provisions of the Contract which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.
- c) Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:
 - 1. Discontinue the Work to the extent specified by the City;
 - 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the Work, if any, the City has directed not to be discontinued;
 - 3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by the City of all orders and subcontracts not related to that portion of the Work, if any, the City has directed not to be discontinued;
 - 4. Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and plants and equipment on the Project Site or in transit thereto.
- d) Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- e) Upon termination, the City shall pay the Contractor the full cost of all Work properly done by the Contractor to the date of termination not previously paid for by the City. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, the City may direct the Contractor to deliver such goods to the Site or to such other place as the City may reasonably determine, whereupon the City shall pay to the Contractor the cost for such goods and materials.
- f) Upon such termination, City shall pay to Contractor the sum of the following:
 - 1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
 - 2. Previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
 - 3. Any proven losses with respect to materials and equipment directly resulting from such termination.
 - 4. Reasonable demobilization costs.
- g) The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by City pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.

CITY OF LINCOLN/STARTRAN
Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (*write in the name of the grantee*) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section

CITY OF LINCOLN/STARTRAN
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **City of Lincoln/StarTran**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **City of Lincoln/StarTran**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

City of Lincoln - Bid Protest Procedures

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2.18.035

(5) To those bidders who maintain a bona fide business office in the City of Lincoln, whose products may be made outside the confines of the County of Lancaster;

(6) To those bidders who maintain a bona fide business office in the County of Lancaster, whose products may be made outside the confines of the County of Lancaster;

(7) To those bidders whose commodities are manufactured, mined, produced or grown within the State of Nebraska and to all firms, corporations, or individuals doing business as Nebraska firms, corporations, or individuals when quality is equal or better and delivered price is the same or less than the other bids received; provided, however, the above preferences shall not be given where the purchase is made in whole or in part with federal funds and the applicable federal procurement regulations prohibit the giving of any local preference, in which case, in the event of more than one low tie bid, the tie shall be broken by the drawing of lots.

(8) To those bidders whose commodities are manufactured, mined, produced or grown within the United States of America and to all firms, corporations, or individuals doing business as firms registered in states other than Nebraska, when quality is equal or better and delivered price is the same or less than the other bids received; provided, however, the above preferences shall not be given where the purchase is made in whole or in part with federal funds and the applicable federal procurement regulations prohibit the giving of any local preference, in which case, in the event of more than one low tie bid, the tie shall be broken by the drawing of lots.

(l) In case of actual emergency, and with the consent of the Purchasing Agent, the head of any using agency may purchase directly any supplies whose immediate procurement is essential to prevent delays in the work of the using agency. The head of such using agency shall send to the Purchasing Agent a requisition and a copy of the delivery record, together with a full written report of the circumstances of the emergency.

(m) The Purchasing Agent shall prescribe by rules and regulations the procedure under which emergency purchases by heads of using agencies may be made.

(n) The Purchasing Agent shall have the authority with approval of the Mayor to declare vendors who default on their bids and contracts irresponsible bidders and to disqualify them from receiving any business from the municipality for a stated period of time.

(o) The Purchasing Agent shall have the authority to join with other units of government in cooperative purchasing when the best interests of the city would be served thereby; provided, however, such purchases shall be made to the extent possible by giving notice and preference to qualified local bidders in accordance with the rules and regulations established in this chapter and the policies of the Purchasing Division.

(p) The Purchasing Agent shall keep a commodity record showing commodities purchased, from whom purchased, and the price paid. (Ord. 17697 §2; July 17, 2000; prior Ord. 17044 §1; August 19, 1996; Ord. 15980 §2; September 30, 1991; Ord. 15384 §3; January 8, 1990; P.C. §2.44.030; Ord. 13561 §1; March 21, 1983; Ord. 12934 §1; June 9, 1980; Ord. 12472 §1; January 8, 1979; Ord. 12327 §1; June 19, 1978; Ord. 9036 §3; June 13, 1966).

2.18.035 Bid Protests; Definitions; Appeals Board; Fees.

(a) Definitions.

(1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the City to another party, or by the failure of the City to award a contract to such actual or prospective bidder.

(2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification preparation, bid solicitation, and intent to award, for the acquisition of supplies or services.

(3) Protester shall mean an interested party who has filed a protest pursuant to subsection (b).

(4) Procurement Appeals Board shall mean an independent panel of five disinterested individuals appointed by the Mayor, which individuals shall have a thorough knowledge of the purchasing process and practices, and laws applicable thereto. Members of such board shall be appointed for three-year, staggered terms; provided, however, two of the members first appointed shall serve for a period of one year, two shall serve for a period of two years, and one for a period of three years, with each appointee thereafter, except for appointees filling a vacancy, serving for a period of three years.

(b) Right to Protest. An interested party may protest to the City Purchasing Agent, which protest shall be submitted in writing on company letterhead. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening. In all other cases, the protest must be filed within five working days following the

Cont'd bid protest

bid opening or if the protest is based on the selection of the lowest responsible bidder, not later than five working days following the selection of the lowest responsible bidder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest".

The written protest shall include as a minimum the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A statement of reasons for the protest;
- (4) Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated.

Upon timely receipt of a protest, the City shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract until the Mayor has made a decision on the protest.

(c) Authority to Resolve Protests. Prior to the commencement of an appeal to the Procurement Appeals Board concerning any protest, the Purchasing Agent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision in writing within five working days. The decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review as provided by the Procurement Appeals Board. A copy of the decision shall be mailed or otherwise furnished immediately to the protester and all other bidders. If not satisfied with the decision of the Purchasing Agent, any protester may appeal to the Procurement Appeals Board, but the decision shall be final unless the protester files a timely appeal with the Procurement Appeals Board.

(d) Appeals Board Procedures. Any protester, within five working days of receipt of a decision of the Purchasing Agent, may file with the Finance Director a written notice of appeal for a hearing before the Procurement Appeals Board. The Notice of Appeal shall be accompanied by a deposit of \$500.00 to defray the cost of processing such appeal, which deposit shall be returned if the Mayor decides in favor of the protester filing the appeal. The Notice of Appeal must clearly state the action protested and the basis of appeal.

Upon receipt of an appeal from an protester, the Finance Director shall convene the Board within ten working days or as soon thereafter as reasonably possible to conduct an administrative review of the appeal. The Board shall decide whether the solicitation being appealed was in accordance with all applicable laws and regulations and the terms and conditions of all applicable specifications, and whether waiver of specifications, conditions or defects in a bid, if any, were justified and in the best interest of the City.

Within ten working days of hearing such appeal, the Board shall submit its findings and recommendations to the Mayor. If all five members are present, an affirmative vote of three shall be required to pass the recommendation on to the Mayor. If only three members are present, only an affirmative vote of two shall be required to pass the recommendation on to the Mayor. Should it become impossible to obtain a quorum of three members, the appeal shall proceed directly to the Mayor without Procurement Appeals Board action.

No determination by the Board concerning an issue of law or fact shall be final or binding on the City.

(e) Finality of Decision. The Mayor shall consider the recommendations of the Purchasing Agent, the Procurement Appeals Board, and the Department Head or agency for which the solicitation was made and shall make the final decision on the protest. The Mayor's decision shall be final and binding upon the City. (Ord. 18495 §1; January 31, 2005; prior Ord. 16442 §1; August 9, 1993).

2.18.040 Surplus or Obsolete Stock.

All using divisions shall submit to the Purchasing Agent reports showing stocks of supplies or equipment which are no longer used or which have become obsolete, worn out, or scrapped.

The Purchasing Agent shall have authority to sell all supplies or equipment which have become unsuitable for public use, or to exchange the same for, or trade in the same on new supplies or equipment. Sales under this section shall be made to the highest responsible bidder.

The Purchasing Agent shall have authority to transfer the declared surplus stock of one using division to another using division which may have need for its use. (Ord. 15384 §4; January 8, 1990; P.C. §2.44.040; Ord. 9036 §4; June 13, 1966).

CITY OF LINCOLN/STAR TRAN
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
WITHOUT CONTRACT GOAL
49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **9.3 %**. A separate contract goal **has not** been established for this procurement.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **City of Lincoln/StarTran** deems appropriate. Each Subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The successful Bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **City of Lincoln/StarTran**. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the City of Lincoln/StarTran and contractor's receipt of the partial retainage payment related to the subcontractor's work.

e. The contractor must promptly notify **City of Lincoln/StarTran**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **City of Lincoln/StarTran**.



U. S. Small Business Administration

Table of Small Business Size Standards

Matched to

North American Industry Classification System Codes

This table lists small business size standards matched to industries described in the North American Industry Classification System (NAICS), as modified by the Office of Management and Budget in 2007. The latest NAICS codes are referred to as NAICS 2007.

The size standards are for the most part expressed in either millions of dollars (those preceded by "\$") or number of employees (those without the "\$"). A size standard is the largest that a concern can be and still qualify as a small business for Federal Government programs. For the most part, size standards are the average annual receipts or the average employment of a firm. How to calculate average annual receipts and average employment of a firm can be found in 13 CFR § 121.104 and 13 CFR § 121.106, respectively.

SBA also includes the table of size standards in the Small Business Size Regulations, 13 CFR 121.201. This table includes size standards that have changed since the last publication of 13 CFR 121.

For more information on these size standards, please visit <http://www.sba.gov/size>.

If you have any other questions concerning size standards, contact a Size Specialist at your nearest SBA Government Contracting Area Office (list at the end of the table), or contact the Office of Size Standards by email at sizestandards@sba.gov or by phone at (202) 205-6618.

NAICS Codes	NAICS U.S. industry title	Size standards in millions of dollars	Size standards in number of employees
Sector 11 – Agriculture, Forestry, Fishing and Hunting			
Subsector 111 – Crop Production			
111110	Soybean Farming	\$0.75	
111120	Oilseed (except Soybean) Farming	\$0.75	
111130	Dry Pea and Bean Farming	\$0.75	
111140	Wheat Farming	\$0.75	
111150	Corn Farming	\$0.75	
111160	Rice Farming	\$0.75	
111191	Oilseed and Grain Combination Farming	\$0.75	
111199	All Other Grain Farming	\$0.75	
111211	Potato Farming	\$0.75	
111219	Other Vegetable (except Potato) and Melon Farming	\$0.75	
111310	Orange Groves	\$0.75	
111320	Citrus (except Orange) Groves	\$0.75	
111331	Apple Orchards	\$0.75	
111332	Grape Vineyards	\$0.75	
111333	Strawberry Farming	\$0.75	
111334	Berry (except Strawberry) Farming	\$0.75	
111335	Tree Nut Farming	\$0.75	
111336	Fruit and Tree Nut Combination Farming	\$0.75	
111339	Other Noncitrus Fruit Farming	\$0.75	
111411	Mushroom Production	\$0.75	
111419	Other Food Crops Grown Under Cover	\$0.75	
111421	Nursery and Tree Production	\$0.75	
111422	Floriculture Production	\$0.75	
111910	Tobacco Farming	\$0.75	
111920	Cotton Farming	\$0.75	
111930	Sugarcane Farming	\$0.75	
111940	Hay Farming	\$0.75	
111991	Sugar Beet Farming	\$0.75	
111992	Peanut Farming	\$0.75	
111998	All Other Miscellaneous Crop Farming	\$0.75	
Subsector 112 – Animal Production			
112111	Beef Cattle Ranching and Farming	\$0.75	

112112	Cattle Feedlots	\$2.50	
112120	Dairy Cattle and Milk Production	\$0.75	
112210	Hog and Pig Farming	\$0.75	
112310	Chicken Egg Production	\$12.5	
112320	Broilers and Other Meat Type Chicken Production	\$0.75	
112330	Turkey Production	\$0.75	
112340	Poultry Hatcheries	\$0.75	
112390	Other Poultry Production	\$0.75	
112410	Sheep Farming	\$0.75	
112420	Goat Farming	\$0.75	
112511	Finfish Farming and Fish Hatcheries	\$0.75	
112512	Shellfish Farming	\$0.75	
112519	Other Aquaculture	\$0.75	
112910	Apiculture	\$0.75	
112920	Horses and Other Equine Production	\$0.75	
112930	Fur-Bearing Animal and Rabbit Production	\$0.75	
112990	All Other Animal Production	\$0.75	
Subsector 113 – Forestry and Logging			
113110	Timber Tract Operations	\$7.0	
113210	Forest Nurseries and Gathering of Forest Products	\$7.0	
113310	Logging		500
Subsector 114 – Fishing, Hunting and Trapping			
114111	Finfish Fishing	\$4.0	
114112	Shellfish Fishing	\$4.0	
114119	Other Marine Fishing	\$4.0	
114210	Hunting and Trapping	\$4.0	
Subsector 115 – Support Activities for Agriculture and Forestry			
115111	Cotton Ginning	\$7.0	
115112	Soil Preparation, Planting, and Cultivating	\$7.0	
115113	Crop Harvesting, Primarily by Machine	\$7.0	
115114	Postharvest Crop Activities (except Cotton Ginning)	\$7.0	
115115	Farm Labor Contractors and Crew Leaders	\$7.0	
115116	Farm Management Services	\$7.0	
115210	Support Activities for Animal Production	\$7.0	
115310	Support Activities for Forestry	\$7.0	
<i>Except,</i>	Forest Fire Suppression ¹⁷	¹⁷ \$17.5	
<i>Except,</i>	Fuels Management Services ¹⁷	¹⁷ \$17.5	

Sector 21 – Mining, Quarrying, and Oil and Gas Extraction			
Subsector 211 – Oil and Gas Extraction			
211111	Crude Petroleum and Natural Gas Extraction		500
211112	Natural Gas Liquid Extraction		500
Subsector 212 – Mining (except Oil and Gas)			
212111	Bituminous Coal and Lignite Surface Mining		500
212112	Bituminous Coal Underground Mining		500
212113	Anthracite Mining		500
212210	Iron Ore Mining		500
212221	Gold Ore Mining		500
212222	Silver Ore Mining		500
212231	Lead Ore and Zinc Ore Mining		500
212234	Copper Ore and Nickel Ore Mining		500
212291	Uranium-Radium-Vanadium Ore Mining		500
212299	All Other Metal Ore Mining		500
212311	Dimension Stone Mining and Quarrying		500
212312	Crushed and Broken Limestone Mining and Quarrying		500
212313	Crushed and Broken Granite Mining and Quarrying		500
212319	Other Crushed and Broken Stone Mining and Quarrying		500
212321	Construction Sand and Gravel Mining		500
212322	Industrial Sand Mining		500
212324	Kaolin and Ball Clay Mining		500
212325	Clay and Ceramic and Refractory Minerals Mining		500
212391	Potash, Soda, and Borate Mineral Mining		500
212392	Phosphate Rock Mining		500
212393	Other Chemical and Fertilizer Mineral Mining		500
212399	All Other Nonmetallic Mineral Mining		500
Subsector 213 – Support Activities for Mining			
213111	Drilling Oil and Gas Wells		500
213112	Support Activities for Oil and Gas Operations	\$7.0	
213113	Support Activities for Coal Mining	\$7.0	
213114	Support Activities for Metal Mining	\$7.0	
213115	Support Activities for Nonmetallic Minerals (except Fuels)	\$7.0	
Sector 22 – Utilities			
Subsector 221 – Utilities			
221111	Hydroelectric Power Generation	See Footnote 1	

221112	Fossil Fuel Electric Power Generation	See Footnote 1	
221113	Nuclear Electric Power Generation	See Footnote 1	
221119	Other Electric Power Generation	See Footnote 1	
221121	Electric Bulk Power Transmission and Control	See Footnote 1	
221122	Electric Power Distribution	See Footnote 1	
221210	Natural Gas Distribution		500
221310	Water Supply and Irrigation Systems	\$7.0	
221320	Sewage Treatment Facilities	\$7.0	
221330	Steam and Air-Conditioning Supply	\$12.5	
Sector 23 – Construction			
Subsector 236 – Construction of Buildings			
236115	New Single-Family Housing Construction (except Operative Builders)	\$33.5	
236116	New Multifamily Housing Construction (except Operative Builders)	\$33.5	
236117	New Housing Operative Builders	\$33.5	
236118	Residential Remodelers	\$33.5	
236210	Industrial Building Construction	\$33.5	
236220	Commercial and Institutional Building Construction	\$33.5	
Subsector 237 – Heavy and Civil Engineering Construction			
237110	Water and Sewer Line and Related Structures Construction	\$33.5	
237120	Oil and Gas Pipeline and Related Structures Construction	\$33.5	
237130	Power and Communication Line and Related Structures Construction	\$33.5	
237210	Land Subdivision	\$7.0	
237310	Highway, Street, and Bridge Construction	\$33.5	
237990	Other Heavy and Civil Engineering Construction	\$33.5	
<i>Except,</i>	Dredging and Surface Cleanup Activities ²	\$20.0 ²	
Subsector 238 – Specialty Trade Contractors			
238110	Poured Concrete Foundation and Structure Contractors	\$14.0	
238120	Structural Steel and Precast Concrete Contractors	\$14.0	
238130	Framing Contractors	\$14.0	
238140	Masonry Contractors	\$14.0	
238150	Glass and Glazing Contractors	\$14.0	
238160	Roofing Contractors	\$14.0	

238170	Siding Contractors	\$14.0	
238190	Other Foundation, Structure, and Building Exterior Contractors	\$14.0	
238210	Electrical Contractors and Other Wiring Installation Contractors	\$14.0	
238220	Plumbing, Heating, and Air-Conditioning Contractors	\$14.0	
238290	Other Building Equipment Contractors	\$14.0	
238310	Drywall and Insulation Contractors	\$14.0	
238320	Painting and Wall Covering Contractors	\$14.0	
238330	Flooring Contractors	\$14.0	
238340	Tile and Terrazzo Contractors	\$14.0	
238350	Finish Carpentry Contractors	\$14.0	
238390	Other Building Finishing Contractors	\$14.0	
238910	Site Preparation Contractors	\$14.0	
238990	All Other Specialty Trade Contractors ¹³	\$14.0 ¹³	
Sector 31 – 33 – Manufacturing			
Subsector 311 – Food Manufacturing			
311111	Dog and Cat Food Manufacturing		500
311119	Other Animal Food Manufacturing		500
311211	Flour Milling		500
311212	Rice Milling		500
311213	Malt Manufacturing		500
311221	Wet Corn Milling		750
311222	Soybean Processing		500
311223	Other Oilseed Processing		1,000
311225	Fats and Oils Refining and Blending		1,000
311230	Breakfast Cereal Manufacturing		1,000
311311	Sugarcane Mills		500
311312	Cane Sugar Refining		750
311313	Beet Sugar Manufacturing		750
311320	Chocolate and Confectionery Manufacturing from Cacao Beans		500
311330	Confectionery Manufacturing from Purchased Chocolate		500
311340	Nonchocolate Confectionery Manufacturing		500
311411	Frozen Fruit, Juice and Vegetable Manufacturing		500
311412	Frozen Specialty Food Manufacturing		500
311421	Fruit and Vegetable Canning ³		500 ³
311422	Specialty Canning		1,000
311423	Dried and Dehydrated Food Manufacturing		500

311511	Fluid Milk Manufacturing		500
311512	Creamery Butter Manufacturing		500
311513	Cheese Manufacturing		500
311514	Dry, Condensed, and Evaporated Dairy Product Manufacturing		500
311520	Ice Cream and Frozen Dessert Manufacturing		500
311611	Animal (except Poultry) Slaughtering		500
311612	Meat Processed from Carcasses		500
311613	Rendering and Meat Byproduct Processing		500
311615	Poultry Processing		500
311711	Seafood Canning		500
311712	Fresh and Frozen Seafood Processing		500
311811	Retail Bakeries		500
311812	Commercial Bakeries		500
311813	Frozen Cakes, Pies, and Other Pastries Manufacturing		500
311821	Cookie and Cracker Manufacturing		750
311822	Flour Mixes and Dough Manufacturing from Purchased Flour		500
311823	Dry Pasta Manufacturing		500
311830	Tortilla Manufacturing		500
311911	Roasted Nuts and Peanut Butter Manufacturing		500
311919	Other Snack Food Manufacturing		500
311920	Coffee and Tea Manufacturing		500
311930	Flavoring Syrup and Concentrate Manufacturing		500
311941	Mayonnaise, Dressing and Other Prepared Sauce Manufacturing		500
311942	Spice and Extract Manufacturing		500
311991	Perishable Prepared Food Manufacturing		500
311999	All Other Miscellaneous Food Manufacturing		500
Subsector 312 – Beverage and Tobacco Product Manufacturing			
312111	Soft Drink Manufacturing		500
312112	Bottled Water Manufacturing		500
312113	Ice Manufacturing		500
312120	Breweries		500
312130	Wineries		500
312140	Distilleries		750
312210	Tobacco Stemming and Redrying		500
312221	Cigarette Manufacturing		1,000
312229	Other Tobacco Product Manufacturing		500

Subsector 313 – Textile Mills			
313111	Yarn Spinning Mills		500
313112	Yarn Texturizing, Throwing and Twisting Mills		500
313113	Thread Mills		500
313210	Broadwoven Fabric Mills		1,000
313221	Narrow Fabric Mills		500
313222	Schiffli Machine Embroidery		500
313230	Nonwoven Fabric Mills		500
313241	Weft Knit Fabric Mills		500
313249	Other Knit Fabric and Lace Mills		500
313311	Broadwoven Fabric Finishing Mills		1,000
313312	Textile and Fabric Finishing (except Broadwoven Fabric) Mills		500
313320	Fabric Coating Mills		1,000
Subsector 314 – Textile Product Mills			
314110	Carpet and Rug Mills		500
314121	Curtain and Drapery Mills		500
314129	Other Household Textile Product Mills		500
314911	Textile Bag Mills		500
314912	Canvas and Related Product Mills		500
314991	Rope, Cordage and Twine Mills		500
314992	Tire Cord and Tire Fabric Mills		1,000
314999	All Other Miscellaneous Textile Product Mills		500
Subsector 315 – Apparel Manufacturing			
315111	Sheer Hosiery Mills		500
315119	Other Hosiery and Sock Mills		500
315191	Outerwear Knitting Mills		500
315192	Underwear and Nightwear Knitting Mills		500
315211	Men's and Boys' Cut and Sew Apparel Contractors		500
315212	Women's, Girls', and Infants' Cut and Sew Apparel Contractors		500
315221	Men's and Boys' Cut and Sew Underwear and Nightwear Manufacturing		500
315222	Men's and Boys' Cut and Sew Suit, Coat and Overcoat Manufacturing		500
315223	Men's and Boys' Cut and Sew Shirt (except Work Shirt) Manufacturing		500
315224	Men's and Boys' Cut and Sew Trouser, Slack and Jean Manufacturing		500
315225	Men's and Boys' Cut and Sew Work Clothing Manufacturing		500

315228	Men's and Boys' Cut and Sew Other Outerwear Manufacturing		500
315231	Women's and Girls' Cut and Sew Lingerie, Loungewear and Nightwear Manufacturing		500
315232	Women's and Girls' Cut and Sew Blouse and Shirt Manufacturing		500
315233	Women's and Girls' Cut and Sew Dress Manufacturing		500
315234	Women's and Girls' Cut and Sew Suit, Coat, Tailored Jacket and Skirt Manufacturing		500
315239	Women's and Girls' Cut and Sew Other Outerwear Manufacturing		500
315291	Infants' Cut and Sew Apparel Manufacturing		500
315292	Fur and Leather Apparel Manufacturing		500
315299	All Other Cut and Sew Apparel Manufacturing		500
315991	Hat, Cap and Millinery Manufacturing		500
315992	Glove and Mitten Manufacturing		500
315993	Men's and Boys' Neckwear Manufacturing		500
315999	Other Apparel Accessories and Other Apparel Manufacturing		500
Subsector 316 – Leather and Allied Product Manufacturing			
316110	Leather and Hide Tanning and Finishing		500
316211	Rubber and Plastics Footwear Manufacturing		1,000
316212	House Slipper Manufacturing		500
316213	Men's Footwear (except Athletic) Manufacturing		500
316214	Women's Footwear (except Athletic) Manufacturing		500
316219	Other Footwear Manufacturing		500
316991	Luggage Manufacturing		500
316992	Women's Handbag and Purse Manufacturing		500
316993	Personal Leather Good (except Women's Handbag and Purse) Manufacturing		500
316999	All Other Leather Good and Allied Product Manufacturing		500
Subsector 321 – Wood Product Manufacturing			
321113	Sawmills		500
321114	Wood Preservation		500
321211	Hardwood Veneer and Plywood Manufacturing		500
321212	Softwood Veneer and Plywood Manufacturing		500
321213	Engineered Wood Member (except Truss) Manufacturing		500
321214	Truss Manufacturing		500
321219	Reconstituted Wood Product Manufacturing		500
321911	Wood Window and Door Manufacturing		500

321912	Cut Stock, Resawing Lumber, and Planing		500
321918	Other Millwork (including Flooring)		500
321920	Wood Container and Pallet Manufacturing		500
321991	Manufactured Home (Mobile Home) Manufacturing		500
321992	Prefabricated Wood Building Manufacturing		500
321999	All Other Miscellaneous Wood Product Manufacturing		500
Subsector 322 – Paper Manufacturing			
322110	Pulp Mills		750
322121	Paper (except Newsprint) Mills		750
322122	Newsprint Mills		750
322130	Paperboard Mills		750
322211	Corrugated and Solid Fiber Box Manufacturing		500
322212	Folding Paperboard Box Manufacturing		750
322213	Setup Paperboard Box Manufacturing		500
322214	Fiber Can, Tube, Drum, and Similar Products Manufacturing		500
322215	Non-Folding Sanitary Food Container Manufacturing		750
322221	Coated and Laminated Packaging Paper Manufacturing		500
322222	Coated and Laminated Paper Manufacturing		500
322223	Coated Paper Bag and Pouch Manufacturing		500
322224	Uncoated Paper and Multiwall Bag Manufacturing		500
322225	Laminated Aluminum Foil Manufacturing for Flexible Packaging Uses		500
322226	Surface-Coated Paperboard Manufacturing		500
322231	Die-Cut Paper and Paperboard Office Supplies Manufacturing		500
322232	Envelope Manufacturing		500
322233	Stationery, Tablet, and Related Product Manufacturing		500
322291	Sanitary Paper Product Manufacturing		500
322299	All Other Converted Paper Product Manufacturing		500
Subsector 323 – Printing and Related Support Activities			
323110	Commercial Lithographic Printing		500
323111	Commercial Gravure Printing		500
323112	Commercial Flexographic Printing		500
323113	Commercial Screen Printing		500
323114	Quick Printing		500
323115	Digital Printing		500
323116	Manifold Business Forms Printing		500
323117	Books Printing		500

323118	Blankbook, Looseleaf Binders and Devices Manufacturing		500
323119	Other Commercial Printing		500
323121	Tradebinding and Related Work		500
323122	Prepress Services		500
Subsector 324 – Petroleum and Coal Products Manufacturing			
324110	Petroleum Refineries ⁴		1,500 ⁴
324121	Asphalt Paving Mixture and Block Manufacturing		500
324122	Asphalt Shingle and Coating Materials Manufacturing		750
324191	Petroleum Lubricating Oil and Grease Manufacturing		500
324199	All Other Petroleum and Coal Products Manufacturing		500
Subsector 325 – Chemical Manufacturing			
325110	Petrochemical Manufacturing		1,000
325120	Industrial Gas Manufacturing		1,000
325131	Inorganic Dye and Pigment Manufacturing		1,000
325132	Synthetic Organic Dye and Pigment Manufacturing		750
325181	Alkalis and Chlorine Manufacturing		1,000
325182	Carbon Black Manufacturing		500
325188	All Other Basic Inorganic Chemical Manufacturing		1,000
325191	Gum and Wood Chemical Manufacturing		500
325192	Cyclic Crude and Intermediate Manufacturing		750
325193	Ethyl Alcohol Manufacturing		1,000
325199	All Other Basic Organic Chemical Manufacturing		1,000
325211	Plastics Material and Resin Manufacturing		750
325212	Synthetic Rubber Manufacturing		1,000
325221	Cellulosic Organic Fiber Manufacturing		1,000
325222	Noncellulosic Organic Fiber Manufacturing		1,000
325311	Nitrogenous Fertilizer Manufacturing		1,000
325312	Phosphatic Fertilizer Manufacturing		500
325314	Fertilizer (Mixing Only) Manufacturing		500
325320	Pesticide and Other Agricultural Chemical Manufacturing		500
325411	Medicinal and Botanical Manufacturing		750
325412	Pharmaceutical Preparation Manufacturing		750
325413	In-Vitro Diagnostic Substance Manufacturing		500
325414	Biological Product (except Diagnostic) Manufacturing		500
325510	Paint and Coating Manufacturing		500
325520	Adhesive Manufacturing		500
325611	Soap and Other Detergent Manufacturing		750
325612	Polish and Other Sanitation Good Manufacturing		500

325613	Surface Active Agent Manufacturing		500
325620	Toilet Preparation Manufacturing		500
325910	Printing Ink Manufacturing		500
325920	Explosives Manufacturing		750
325991	Custom Compounding of Purchased Resins		500
325992	Photographic Film, Paper, Plate and Chemical Manufacturing		500
325998	All Other Miscellaneous Chemical Product and Preparation Manufacturing		500
Subsector 326 – Plastics and Rubber Products Manufacturing			
326111	Plastic Bag and Pouch Manufacturing		500
326112	Plastics Packaging Film and Sheet (including Laminated) Manufacturing		500
326113	Unlaminated Plastics Film and Sheet (except Packaging) Manufacturing		500
326121	Plastics Pipe and Pipe Fitting Manufacturing		500
326122	Plastics Pipe and Pipe Fitting Manufacturing		500
326130	Laminated Plastics Plate, Sheet (except Packaging), and Shape Manufacturing		500
326140	Polystyrene Foam Product Manufacturing		500
326150	Urethane and Other Foam Product (except Polystyrene) Manufacturing		500
326160	Plastics Bottle Manufacturing		500
326191	Plastics Plumbing Fixture Manufacturing		500
326192	Resilient Floor Covering Manufacturing		750
326199	All Other Plastics Product Manufacturing		500
326211	Tire Manufacturing (except Retreading) ⁵		1,000 ⁵
326212	Tire Retreading		500
326220	Rubber and Plastics Hoses and Belting Manufacturing		500
326291	Rubber Product Manufacturing for Mechanical Use		500
326299	All Other Rubber Product Manufacturing		500
Subsector 327 – Nonmetallic Mineral Product Manufacturing			
327111	Vitreous China Plumbing Fixture and China and Earthenware Bathroom Accessories Manufacturing		750
327112	Vitreous China, Fine Earthenware and Other Pottery Product Manufacturing		500
327113	Porcelain Electrical Supply Manufacturing		500
327121	Brick and Structural Clay Tile Manufacturing		500
327122	Ceramic Wall and Floor Tile Manufacturing		500
327123	Other Structural Clay Product Manufacturing		500
327124	Clay Refractory Manufacturing		500

327125	Nonclay Refractory Manufacturing		750
327211	Flat Glass Manufacturing		1,000
327212	Other Pressed and Blown Glass and Glassware Manufacturing		750
327213	Glass Container Manufacturing		750
327215	Glass Product Manufacturing Made of Purchased Glass		500
327310	Cement Manufacturing		750
327320	Ready-Mix Concrete Manufacturing		500
327331	Concrete Block and Brick Manufacturing		500
327332	Concrete Pipe Manufacturing		500
327390	Other Concrete Product Manufacturing		500
327410	Lime Manufacturing		500
327420	Gypsum Product Manufacturing		1,000
327910	Abrasive Product Manufacturing		500
327991	Cut Stone and Stone Product Manufacturing		500
327992	Ground or Treated Mineral and Earth Manufacturing		500
327993	Mineral Wool Manufacturing		750
327999	All Other Miscellaneous Nonmetallic Mineral Product Manufacturing		500
Subsector 331 – Primary Metal Manufacturing			
331111	Iron and Steel Mills		1,000
331112	Electrometallurgical Ferroalloy Product Manufacturing		750
331210	Iron and Steel Pipe and Tube Manufacturing from Purchased Steel		1,000
331221	Rolled Steel Shape Manufacturing		1,000
331222	Steel Wire Drawing		1,000
331311	Alumina Refining		1,000
331312	Primary Aluminum Production		1,000
331314	Secondary Smelting and Alloying of Aluminum		750
331315	Aluminum Sheet, Plate and Foil Manufacturing		750
331316	Aluminum Extruded Product Manufacturing		750
331319	Other Aluminum Rolling and Drawing		750
331411	Primary Smelting and Refining of Copper		1,000
331419	Primary Smelting and Refining of Nonferrous Metal (except Copper and Aluminum)		750
331421	Copper Rolling, Drawing and Extruding		750
331422	Copper Wire (except Mechanical) Drawing		1,000
331423	Secondary Smelting, Refining, and Alloying of Copper		750
331491	Nonferrous Metal (except Copper and Aluminum) Rolling, Drawing and Extruding		750

331492	Secondary Smelting, Refining, and Alloying of Nonferrous Metal (except Copper and Aluminum)		750
331511	Iron Foundries		500
331512	Steel Investment Foundries		500
331513	Steel Foundries (except Investment)		500
331521	Aluminum Die-Casting Foundries		500
331522	Nonferrous (except Aluminum) Die-Casting Foundries		500
331524	Aluminum Foundries (except Die-Casting)		500
331525	Copper Foundries (except Die-Casting)		500
331528	Other Nonferrous Foundries (except Die-Casting)		500
Subsector 332 – Fabricated Metal Product Manufacturing			
332111	Iron and Steel Forging		500
332112	Nonferrous Forging		500
332114	Custom Roll Forming		500
332115	Crown and Closure Manufacturing		500
332116	Metal Stamping		500
332117	Powder Metallurgy Part Manufacturing		500
332211	Cutlery and Flatware (except Precious) Manufacturing		500
332212	Hand and Edge Tool Manufacturing		500
332213	Saw Blade and Handsaw Manufacturing		500
332214	Kitchen Utensil, Pot and Pan Manufacturing		500
332311	Prefabricated Metal Building and Component Manufacturing		500
332312	Fabricated Structural Metal Manufacturing		500
332313	Plate Work Manufacturing		500
332321	Metal Window and Door Manufacturing		500
332322	Sheet Metal Work Manufacturing		500
332323	Ornamental and Architectural Metal Work Manufacturing		500
332410	Power Boiler and Heat Exchanger Manufacturing		500
332420	Metal Tank (Heavy Gauge) Manufacturing		500
332431	Metal Can Manufacturing		1,000
332439	Other Metal Container Manufacturing		500
332510	Hardware Manufacturing		500
332611	Spring (Heavy Gauge) Manufacturing		500
332612	Spring (Light Gauge) Manufacturing		500
332618	Other Fabricated Wire Product Manufacturing		500
332710	Machine Shops		500
332721	Precision Turned Product Manufacturing		500
332722	Bolt, Nut, Screw, Rivet and Washer Manufacturing		500

332811	Metal Heat Treating		750
332812	Metal Coating, Engraving (except Jewelry and Silverware), and Allied Services to Manufacturers		500
332813	Electroplating, Plating, Polishing, Anodizing and Coloring		500
332911	Industrial Valve Manufacturing		500
332912	Fluid Power Valve and Hose Fitting Manufacturing		500
332913	Plumbing Fixture Fitting and Trim Manufacturing		500
332919	Other Metal Valve and Pipe Fitting Manufacturing		500
332991	Ball and Roller Bearing Manufacturing		750
332992	Small Arms Ammunition Manufacturing		1,000
332993	Ammunition (except Small Arms) Manufacturing		1,500
332994	Small Arms Manufacturing		1,000
332995	Other Ordnance and Accessories Manufacturing		500
332996	Fabricated Pipe and Pipe Fitting Manufacturing		500
332997	Industrial Pattern Manufacturing		500
332998	Enameled Iron and Metal Sanitary Ware Manufacturing		750
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing		500
Subsector 333 – Machinery Manufacturing⁶			
333111	Farm Machinery and Equipment Manufacturing		500
333112	Lawn and Garden Tractor and Home Lawn and Garden Equipment Manufacturing		500
333120	Construction Machinery Manufacturing		750
333131	Mining Machinery and Equipment Manufacturing		500
333132	Oil and Gas Field Machinery and Equipment Manufacturing		500
333210	Sawmill and Woodworking Machinery Manufacturing		500
333220	Plastics and Rubber Industry Machinery Manufacturing		500
333291	Paper Industry Machinery Manufacturing		500
333292	Textile Machinery Manufacturing		500
333293	Printing Machinery and Equipment Manufacturing		500
333294	Food Product Machinery Manufacturing		500
333295	Semiconductor Machinery Manufacturing		500
333298	All Other Industrial Machinery Manufacturing		500
333311	Automatic Vending Machine Manufacturing		500
333312	Commercial Laundry, Drycleaning and Pressing Machine Manufacturing		500
333313	Office Machinery Manufacturing		1,000
333314	Optical Instrument and Lens Manufacturing		500

333315	Photographic and Photocopying Equipment Manufacturing		500
333319	Other Commercial and Service Industry Machinery Manufacturing		500
333411	Air Purification Equipment Manufacturing		500
333412	Industrial and Commercial Fan and Blower Manufacturing		500
333414	Heating Equipment (except Warm Air Furnaces) Manufacturing		500
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing		750
333511	Industrial Mold Manufacturing		500
333512	Machine Tool (Metal Cutting Types) Manufacturing		500
333513	Machine Tool (Metal Forming Types) Manufacturing		500
333514	Special Die and Tool, Die Set, Jig and Fixture Manufacturing		500
333515	Cutting Tool and Machine Tool Accessory Manufacturing		500
333516	Rolling Mill Machinery and Equipment Manufacturing		500
333518	Other Metalworking Machinery Manufacturing		500
333611	Turbine and Turbine Generator Set Unit Manufacturing		1,000
333612	Speed Changer, Industrial High-Speed Drive and Gear Manufacturing		500
333613	Mechanical Power Transmission Equipment Manufacturing		500
333618	Other Engine Equipment Manufacturing		1,000
333911	Pump and Pumping Equipment Manufacturing		500
333912	Air and Gas Compressor Manufacturing		500
333913	Measuring and Dispensing Pump Manufacturing		500
333921	Elevator and Moving Stairway Manufacturing		500
333922	Conveyor and Conveying Equipment Manufacturing		500
333923	Overhead Traveling Crane, Hoist and Monorail System Manufacturing		500
333924	Industrial Truck, Tractor, Trailer and Stacker Machinery Manufacturing		750
333991	Power-Driven Hand Tool Manufacturing		500
333992	Welding and Soldering Equipment Manufacturing		500
333993	Packaging Machinery Manufacturing		500
333994	Industrial Process Furnace and Oven Manufacturing		500
333995	Fluid Power Cylinder and Actuator Manufacturing		500
333996	Fluid Power Pump and Motor Manufacturing		500

333997	Scale and Balance Manufacturing		500
333999	All Other Miscellaneous General Purpose Machinery Manufacturing		500
Subsector 334 – Computer and Electronic Product Manufacturing⁶			
334111	Electronic Computer Manufacturing		1,000
334112	Computer Storage Device Manufacturing		1,000
334113	Computer Terminal Manufacturing		1,000
334119	Other Computer Peripheral Equipment Manufacturing		1,000
334210	Telephone Apparatus Manufacturing		1,000
334220	Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing		750
334290	Other Communications Equipment Manufacturing		750
334310	Audio and Video Equipment Manufacturing		750
334411	Electron Tube Manufacturing		750
334412	Bare Printed Circuit Board Manufacturing		500
334413	Semiconductor and Related Device Manufacturing		500
334414	Electronic Capacitor Manufacturing		500
334415	Electronic Resistor Manufacturing		500
334416	Electronic Coil, Transformer, and Other Inductor Manufacturing		500
334417	Electronic Connector Manufacturing		500
334418	Printed Circuit Assembly (Electronic Assembly) Manufacturing		500
334419	Other Electronic Component Manufacturing		500
334510	Electromedical and Electrotherapeutic Apparatus Manufacturing		500
334511	Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing		750
334512	Automatic Environmental Control Manufacturing for Residential, Commercial and Appliance Use		500
334513	Instruments and Related Products Manufacturing for Measuring, Displaying, and Controlling Industrial Process Variables		500
334514	Totalizing Fluid Meter and Counting Device Manufacturing		500
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals		500
334516	Analytical Laboratory Instrument Manufacturing		500
334517	Irradiation Apparatus Manufacturing		500
334518	Watch, Clock, and Part Manufacturing		500
334519	Other Measuring and Controlling Device Manufacturing		500

334611	Software Reproducing		500
334612	Prerecorded Compact Disc (except Software), Tape, and Record Reproducing		750
334613	Magnetic and Optical Recording Media Manufacturing		1,000
Subsector 335 – Electrical Equipment, Appliance and Component Manufacturing⁶			
335110	Electric Lamp Bulb and Part Manufacturing		1,000
335121	Residential Electric Lighting Fixture Manufacturing		500
335122	Commercial, Industrial and Institutional Electric Lighting Fixture Manufacturing		500
335129	Other Lighting Equipment Manufacturing		500
335211	Electric Housewares and Household Fan Manufacturing		750
335212	Household Vacuum Cleaner Manufacturing		750
335221	Household Cooking Appliance Manufacturing		750
335222	Household Refrigerator and Home Freezer Manufacturing		1,000
335224	Household Laundry Equipment Manufacturing		1,000
335228	Other Major Household Appliance Manufacturing		500
335311	Power, Distribution and Specialty Transformer Manufacturing		750
335312	Motor and Generator Manufacturing		1,000
335313	Switchgear and Switchboard Apparatus Manufacturing		750
335314	Relay and Industrial Control Manufacturing		750
335911	Storage Battery Manufacturing		500
335912	Primary Battery Manufacturing		1,000
335921	Fiber Optic Cable Manufacturing		1,000
335929	Other Communication and Energy Wire Manufacturing		1,000
335931	Current-Carrying Wiring Device Manufacturing		500
335932	Noncurrent-Carrying Wiring Device Manufacturing		500
335991	Carbon and Graphite Product Manufacturing		750
335999	All Other Miscellaneous Electrical Equipment and Component Manufacturing		500
Subsector 336 – Transportation Equipment Manufacturing⁶			
336111	Automobile Manufacturing		1,000
336112	Light Truck and Utility Vehicle Manufacturing		1,000
336120	Heavy Duty Truck Manufacturing		1,000
336211	Motor Vehicle Body Manufacturing		1,000
336212	Truck Trailer Manufacturing		500
336213	Motor Home Manufacturing		1,000
336214	Travel Trailer and Camper Manufacturing		500

336311	Carburetor, Piston, Piston Ring and Valve Manufacturing		500
336312	Gasoline Engine and Engine Parts Manufacturing		750
336321	Vehicular Lighting Equipment Manufacturing		500
336322	Other Motor Vehicle Electrical and Electronic Equipment Manufacturing		750
336330	Motor Vehicle Steering and Suspension Components (except Spring) Manufacturing		750
336340	Motor Vehicle Brake System Manufacturing		750
336350	Motor Vehicle Transmission and Power Train Parts Manufacturing		750
336360	Motor Vehicle Seating and Interior Trim Manufacturing		500
336370	Motor Vehicle Metal Stamping		500
336391	Motor Vehicle Air-Conditioning Manufacturing		750
336399	All Other Motor Vehicle Parts Manufacturing		750
336411	Aircraft Manufacturing		1,500
336412	Aircraft Engine and Engine Parts Manufacturing		1,000
336413	Other Aircraft Part and Auxiliary Equipment Manufacturing ⁷		1,000 ⁷
336414	Guided Missile and Space Vehicle Manufacturing		1,000
336415	Guided Missile and Space Vehicle Propulsion Unit and Propulsion Unit Parts Manufacturing		1,000
336419	Other Guided Missile and Space Vehicle Parts and Auxiliary Equipment Manufacturing		1,000
336510	Railroad Rolling Stock Manufacturing		1,000
336611	Ship Building and Repairing		1,000
336612	Boat Building		500
336991	Motorcycle, Bicycle and Parts Manufacturing		500
336992	Military Armored Vehicle, Tank and Tank Component Manufacturing		1,000
336999	All Other Transportation Equipment Manufacturing		500
Subsector 337 – Furniture and Related Product Manufacturing			
337110	Wood Kitchen Cabinet and Counter Top Manufacturing		500
337121	Upholstered Household Furniture Manufacturing		500
337122	Nonupholstered Wood Household Furniture Manufacturing		500
337124	Metal Household Furniture Manufacturing		500
337125	Household Furniture (except Wood and Metal) Manufacturing		500
337127	Institutional Furniture Manufacturing		500

337129	Wood Television, Radio, and Sewing Machine Cabinet Manufacturing		500
337211	Wood Office Furniture Manufacturing		500
337212	Custom Architectural Woodwork and Millwork Manufacturing		500
337214	Office Furniture (Except Wood) Manufacturing		500
337215	Showcase, Partition, Shelving, and Locker Manufacturing		500
337910	Mattress Manufacturing		500
337920	Blind and Shade Manufacturing		500
Subsector 339 – Miscellaneous Manufacturing			
339112	Surgical and Medical Instrument Manufacturing		500
339113	Surgical Appliance and Supplies Manufacturing		500
339114	Dental Equipment and Supplies Manufacturing		500
339115	Ophthalmic Goods Manufacturing		500
339116	Dental Laboratories		500
339911	Jewelry (except Costume) Manufacturing		500
339912	Silverware and Hollowware Manufacturing		500
339913	Jewelers' Material and Lapidary Work Manufacturing		500
339914	Costume Jewelry and Novelty Manufacturing		500
339920	Sporting and Athletic Goods Manufacturing		500
339931	Doll and Stuffed Toy Manufacturing		500
339932	Game, Toy, and Children's Vehicle Manufacturing		500
339941	Pen and Mechanical Pencil Manufacturing		500
339942	Lead Pencil and Art Good Manufacturing		500
339943	Marking Device Manufacturing		500
339944	Carbon Paper and Inked Ribbon Manufacturing		500
339950	Sign Manufacturing		500
339991	Gasket, Packing, and Sealing Device Manufacturing		500
339992	Musical Instrument Manufacturing		500
339993	Fastener, Button, Needle and Pin Manufacturing		500
339994	Broom, Brush and Mop Manufacturing		500
339995	Burial Casket Manufacturing		500
339999	All Other Miscellaneous Manufacturing		500

Sector 42 – Wholesale Trade			
(These NAICS codes shall not be used to classify Government acquisitions for supplies. They also shall not be used by Federal government contractors when subcontracting for the acquisition for supplies. The applicable manufacturing NAICS code shall be used to classify acquisitions for supplies. A Wholesale Trade or Retail Trade business concern submitting an offer or a quote on a supply acquisition is categorized as a nonmanufacturer and deemed small if it has 500 or fewer employees and meets the requirements of 13 CFR 121.406.)			
Subsector 423 – Merchant Wholesalers, Durable Goods			
423110	Automobile and Other Motor Vehicle Merchant Wholesalers		100
423120	Motor Vehicle Supplies and New Parts Merchant Wholesalers		100
423130	Tire and Tube Merchant Wholesalers		100
423140	Motor Vehicle Parts (Used) Merchant Wholesalers		100
423210	Furniture Merchant Wholesalers		100
423220	Home Furnishing Merchant Wholesalers		100
423310	Lumber, Plywood, Millwork, and Wood Panel Merchant Wholesalers		100
423320	Brick, Stone, and Related Construction Material Merchant Wholesalers		100
423330	Roofing, Siding, and Insulation Material Merchant Wholesalers		100
423390	Other Construction Material Merchant Wholesalers		100
423410	Photographic Equipment and Supplies Merchant Wholesalers		100
423420	Office Equipment Merchant Wholesalers		100
423430	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers		100
423440	Other Commercial Equipment Merchant Wholesalers		100
423450	Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers		100
423460	Ophthalmic Goods Merchant Wholesalers		100
423490	Other Professional Equipment and Supplies Merchant Wholesalers		100
423510	Metal Service Centers and Other Metal Merchant Wholesalers		100
423520	Coal and Other Mineral and Ore Merchant Wholesalers		100
423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers		100

423620	Electrical and Electronic Appliance, Television, and Radio Set Merchant Wholesalers		100
423690	Other Electronic Parts and Equipment Merchant Wholesalers		100
423710	Hardware Merchant Wholesalers		100
423720	Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers		100
423730	Warm Air Heating and Air-Conditioning Equipment and Supplies Merchant Wholesalers		100
423740	Refrigeration Equipment and Supplies Merchant Wholesalers		100
423810	Construction and Mining (except Oil Well) Machinery and Equipment Merchant Wholesalers		100
423820	Farm and Garden Machinery and Equipment Merchant Wholesalers		100
423830	Industrial Machinery and Equipment Merchant Wholesalers		100
423840	Industrial Supplies Merchant Wholesalers		100
423850	Service Establishment Equipment and Supplies Merchant Wholesalers		100
423860	Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers		100
423910	Sporting and Recreational Goods and Supplies Merchant Wholesalers		100
423920	Toy and Hobby Goods and Supplies Merchant Wholesalers		100
423930	Recyclable Material Merchant Wholesalers		100
423940	Jewelry, Watch, Precious Stone, and Precious Metal Merchant Wholesalers		100
423990	Other Miscellaneous Durable Goods Merchant Wholesalers		100
Subsector 424 – Merchant Wholesalers, Nondurable Goods			
424110	Printing and Writing Paper Merchant Wholesalers		100
424120	Stationary and Office Supplies Merchant Wholesalers		100
424130	Industrial and Personal Service Paper Merchant Wholesalers		100
424210	Drugs and Druggists' Sundries Merchant Wholesalers		100
424310	Piece Goods, Notions, and Other Dry Goods Merchant Wholesalers		100
424320	Men's and Boys' Clothing and Furnishings Merchant Wholesalers		100
424330	Women's, Children's, and Infants' Clothing and Accessories Merchant Wholesalers		100
424340	Footwear Merchant Wholesalers		100

424410	General Line Grocery Merchant Wholesalers		100
424420	Packaged Frozen Food Merchant Wholesalers		100
424430	Dairy Product (except Dried or Canned) Merchant Wholesalers		100
424440	Poultry and Poultry Product Merchant Wholesalers		100
424450	Confectionery Merchant Wholesalers		100
424460	Fish and Seafood Merchant Wholesalers		100
424470	Meat and Meat Product Merchant Wholesalers		100
424480	Fresh Fruit and Vegetable Merchant Wholesalers		100
424490	Other Grocery and Related Products Merchant Wholesalers		100
424510	Grain and Field Bean Merchant Wholesalers		100
424520	Livestock Merchant Wholesalers		100
424590	Other Farm Product Raw Material Merchant Wholesalers		100
424610	Plastics Materials and Basic Forms and Shapes Merchant Wholesalers		100
424690	Other Chemical and Allied Products Merchant Wholesalers		100
424710	Petroleum Bulk Stations and Terminals		100
424720	Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals)		100
424810	Beer and Ale Merchant Wholesalers		100
424820	Wine and Distilled Alcoholic Beverage Merchant Wholesalers		100
424910	Farm Supplies Merchant Wholesalers		100
424920	Book, Periodical, and Newspaper Merchant Wholesalers		100
424930	Flower, Nursery Stock, and Florists' Supplies Merchant Wholesalers		100
424940	Tobacco and Tobacco Product Merchant Wholesalers		100
424950	Paint, Varnish, and Supplies Merchant Wholesalers		100
424990	Other Miscellaneous Nondurable Goods Merchant Wholesalers		100
Subsector 425 – Wholesale Electronic Markets and Agents and Brokers			
425110	Business to Business Electronic Markets		100
425120	Wholesale Trade Agents and Brokers		100

Sector 44 - 45 – Retail Trade			
(These NAICS codes shall not be used to classify Government acquisitions for supplies. They also shall not be used by Federal government contractors when subcontracting for the acquisition for supplies. The applicable manufacturing NAICS code shall be used to classify acquisitions for supplies. A Wholesale Trade or Retail Trade business concern submitting an offer or a quote on a supply acquisition is categorized as a nonmanufacturer and deemed small if it has 500 or fewer employees and meets the requirements of 13 CFR 121.406.)			
Subsector 441 – Motor Vehicle and Parts Dealers			
441110	New Car Dealers		200
441120	Used Car Dealers	\$23.0	
441210	Recreational Vehicle Dealers	\$30.0	
441221	Motorcycle, ATV, and Personal Watercraft Dealers	\$30.0	
441222	Boat Dealers	\$30.0	
441229	All Other Motor Vehicle Dealers	\$7.0	
<i>Except,</i>	Aircraft Dealers, Retail	\$25.5	
441310	Automotive Parts and Accessories Stores	\$14.0	
441320	Tire Dealers	\$14.0	
Subsector 442 – Furniture and Home Furnishings Stores			
442110	Furniture Stores	\$19.0	
442210	Floor Covering Stores	\$7.0	
442291	Window Treatment Stores	\$7.0	
442299	All Other Home Furnishings Stores	\$19.0	
Subsector 443 – Electronics and Appliance Stores			
443111	Household Appliance Stores	\$10.0	
443112	Radio, Television and Other Electronics Stores	\$25.5	
443120	Computer and Software Stores	\$25.5	
443130	Camera and Photographic Supplies Stores	\$19.0	
Subsector 444 – Building Material and Garden Equipment and Supplies Dealers			
444110	Home Centers	\$35.5	
444120	Paint and Wallpaper Stores	\$25.5	
444130	Hardware Stores	\$7.0	
444190	Other Building Material Dealers	\$19.0	
444210	Outdoor Power Equipment Stores	\$7.0	
444220	Nursery and Garden Centers	\$10.0	
Subsector 445 – Food and Beverage Stores			
445110	Supermarkets and Other Grocery (except Convenience) Stores	\$30.0	

445120	Convenience Stores	\$27.0	
445210	Meat Markets	\$7.0	
445220	Fish and Seafood Markets	\$7.0	
445230	Fruit and Vegetable Markets	\$7.0	
445291	Baked Goods Stores	\$7.0	
445292	Confectionery and Nut Stores	\$7.0	
445299	All Other Specialty Food Stores	\$7.0	
445310	Beer, Wine and Liquor Stores	\$7.0	
Subsector 446 – Health and Personal Care Stores			
446110	Pharmacies and Drug Stores	\$25.5	
446120	Cosmetics, Beauty Supplies and Perfume Stores	\$25.5	
446130	Optical Goods Stores	\$19.0	
446191	Food (Health) Supplement Stores	\$14.0	
446199	All Other Health and Personal Care Stores	\$7.0	
Subsector 447 – Gasoline Stations			
447110	Gasoline Stations with Convenience Stores	\$27.0	
447190	Other Gasoline Stations	\$14.0	
Subsector 448 – Clothing and Clothing Accessories Stores			
448110	Men's Clothing Stores	\$10.0	
448120	Women's Clothing Stores	\$25.5	
448130	Children's and Infants' Clothing Stores	\$30.0	
448140	Family Clothing Stores	\$35.5	
448150	Clothing Accessories Stores	\$14.0	
448190	Other Clothing Stores	\$19.0	
448210	Shoe Stores	\$25.5	
448310	Jewelry Stores	\$14.0	
448320	Luggage and Leather Goods Stores	\$25.5	
Subsector 451 – Sporting Good, Hobby, Book and Music Stores			
451110	Sporting Goods Stores	\$14.0	
451120	Hobby, Toy and Game Stores	\$25.5	
451130	Sewing, Needlework and Piece Goods Stores	\$25.5	
451140	Musical Instrument and Supplies Stores	\$10.0	
451211	Book Stores	\$25.5	
451212	News Dealers and Newsstands	\$7.0	
451220	Prerecorded Tape, Compact Disc and Record Stores	\$30.0	
Subsector 452 – General Merchandise Stores			
452111	Department Stores (except Discount Department Stores)	\$30.0	
452112	Discount Department Stores	\$27.0	

452910	Warehouse Clubs and Superstores	\$27.0	
452990	All Other General Merchandise Stores	\$30.0	
Subsector 453 – Miscellaneous Store Retailers			
453110	Florists	\$7.0	
453210	Office Supplies and Stationery Stores	\$30.0	
453220	Gift, Novelty and Souvenir Stores	\$7.0	
453310	Used Merchandise Stores	\$7.0	
453910	Pet and Pet Supplies Stores	\$19.0	
453920	Art Dealers	\$7.0	
453930	Manufactured (Mobile) Home Dealers	\$14.0	
453991	Tobacco Stores	\$7.0	
453998	All Other Miscellaneous Store Retailers (except Tobacco Stores)	\$7.0	
Subsector 454 – Nonstore Retailers			
454111	Electronic Shopping	\$30.0	
454112	Electronic Auctions	\$35.5	
454113	Mail-Order Houses	\$35.5	
454210	Vending Machine Operators	\$10.0	
454311	Heating Oil Dealers		50
454312	Liquefied Petroleum Gas (Bottled Gas) Dealers		50
454319	Other Fuel Dealers	\$7.0	
454390	Other Direct Selling Establishments	\$7.0	
Sector 48 - 49 – Transportation and Warehousing			
Subsector 481 – Air Transportation			
481111	Scheduled Passenger Air Transportation		1,500
481112	Scheduled Freight Air Transportation		1,500
481211	Nonscheduled Chartered Passenger Air Transportation		1,500
<i>Except,</i>	Offshore Marine Air Transportation Services	\$28.0	
481212	Nonscheduled Chartered Freight Air Transportation		1,500
<i>Except,</i>	Offshore Marine Air Transportation Services	\$28.0	
481219	Other Nonscheduled Air Transportation	\$7.0	
Subsector 482 – Rail Transportation			
482111	Line-Haul Railroads		1,500
482112	Short Line Railroads		500
Subsector 483 – Water Transportation¹⁵			
483111	Deep Sea Freight Transportation		500
483112	Deep Sea Passenger Transportation		500
483113	Coastal and Great Lakes Freight Transportation		500
483114	Coastal and Great Lakes Passenger Transportation		500

483211	Inland Water Freight Transportation		500
483212	Inland Water Passenger Transportation		500
Subsector 484 – Truck Transportation			
484110	General Freight Trucking, Local	\$25.5	
484121	General Freight Trucking, Long-Distance, Truckload	\$25.5	
484122	General Freight Trucking, Long-Distance, Less Than Truckload	\$25.5	
484210	Used Household and Office Goods Moving	\$25.5	
484220	Specialized Freight (except Used Goods) Trucking, Local	\$25.5	
484230	Specialized Freight (except Used Goods) Trucking, Long-Distance	\$25.5	
Subsector 485 – Transit and Ground Passenger Transportation			
485111	Mixed Mode Transit Systems	\$7.0	
485112	Commuter Rail Systems	\$7.0	
485113	Bus and Other Motor Vehicle Transit Systems	\$7.0	
485119	Other Urban Transit Systems	\$7.0	
485210	Interurban and Rural Bus Transportation	\$7.0	
485310	Taxi Service	\$7.0	
485320	Limousine Service	\$7.0	
485410	School and Employee Bus Transportation	\$7.0	
485510	Charter Bus Industry	\$7.0	
485991	Special Needs Transportation	\$7.0	
485999	All Other Transit and Ground Passenger Transportation	\$7.0	
Subsector 486 – Pipeline Transportation			
486110	Pipeline Transportation of Crude Oil		1,500
486210	Pipeline Transportation of Natural Gas	\$7.0	
486910	Pipeline Transportation of Refined Petroleum Products		1,500
486990	All Other Pipeline Transportation	\$34.5	
Subsector 487 – Scenic and Sightseeing Transportation			
487110	Scenic and Sightseeing Transportation, Land	\$7.0	
487210	Scenic and Sightseeing Transportation, Water	\$7.0	
487990	Scenic and Sightseeing Transportation, Other	\$7.0	
Subsector 488 – Support Activities for Transportation			
488111	Air Traffic Control	\$7.0	
488119	Other Airport Operations	\$7.0	
488190	Other Support Activities for Air Transportation	\$7.0	
488210	Support Activities for Rail Transportation	\$7.0	
488310	Port and Harbor Operations	\$25.5	
488320	Marine Cargo Handling	\$25.5	

488330	Navigational Services to Shipping	\$7.0	
488390	Other Support Activities for Water Transportation	\$7.0	
488410	Motor Vehicle Towing	\$7.0	
488490	Other Support Activities for Road Transportation	\$7.0	
488510	Freight Transportation Arrangement ¹⁰	\$7.0 ¹⁰	
<i>Except,</i>	Non-Vessel Owning Common Carriers and Household Goods Forwarders	\$25.5	
488991	Packing and Crating	\$25.5	
488999	All Other Support Activities for Transportation	\$7.0	
Subsector 491 – Postal Service			
491110	Postal Service	\$7.0	
Subsector 492 – Couriers and Messengers			
492110	Couriers and Express Delivery Services		1,500
492210	Local Messengers and Local Delivery	\$25.5	
Subsector 493 – Warehousing and Storage			
493110	General Warehousing and Storage	\$25.5	
493120	Refrigerated Warehousing and Storage	\$25.5	
493130	Farm Product Warehousing and Storage	\$25.5	
493190	Other Warehousing and Storage	\$25.5	
Sector 51 – Information			
Subsector 511 – Publishing Industries (except Internet)			
511110	Newspaper Publishers		500
511120	Periodical Publishers		500
511130	Book Publishers		500
511140	Directory and Mailing List Publishers		500
511191	Greeting Card Publishers		500
511199	All Other Publishers		500
511210	Software Publishers	\$25.0	
Subsector 512 – Motion Picture and Sound Recording Industries			
512110	Motion Picture and Video Production	\$29.5	
512120	Motion Picture and Video Distribution	\$29.5	
512131	Motion Picture Theaters (except Drive-Ins)	\$7.0	
512132	Drive-In Motion Picture Theaters	\$7.0	
512191	Teleproduction and Other Postproduction Services	\$29.5	
512199	Other Motion Picture and Video Industries	\$7.0	
512210	Record Production	\$7.0	
512220	Integrated Record Production/Distribution		750
512230	Music Publishers		500
512240	Sound Recording Studios	\$7.0	

512290	Other Sound Recording Industries	\$7.0	
Subsector 515 – Broadcasting (except Internet)			
515111	Radio Networks	\$7.0	
515112	Radio Stations	\$7.0	
515120	Television Broadcasting	\$14.0	
515210	Cable and Other Subscription Programming	\$15.0	
Subsector 517 – Telecommunications			
517110	Wired Telecommunications Carriers		1,500
517210	Wireless Telecommunications Carriers (except Satellite)		1,500
517410	Satellite Telecommunications	\$15.0	
517911	Telecommunications Resellers		1,500
517919	All Other Telecommunications	\$25.0	
Subsector 518 –Data Processing, Hosting, and Related Services			
518210	Data Processing, Hosting, and Related Services	\$25.0	
Subsector 519 – Other Information Services			
519110	News Syndicates	\$7.0	
519120	Libraries and Archives	\$7.0	
519130	Internet Publishing and Broadcasting and Web Search Portals		500
519190	All Other Information Services	\$7.0	
Sector 52 – Finance and Insurance			
Subsector 522 – Credit Intermediation and Related Activities			
522110	Commercial Banking ⁸	\$175 million in assets ⁸	
522120	Savings Institutions ⁸	\$175 million in assets ⁸	
522130	Credit Unions ⁸	\$175 million in assets ⁸	
522190	Other Depository Credit Intermediation ⁸	\$175 million in assets ⁸	
522210	Credit Card Issuing ⁸	\$175 million in assets ⁸	
522220	Sales Financing	\$7.0	
522291	Consumer Lending	\$7.0	
522292	Real Estate Credit	\$7.0	
522293	International Trade Financing ⁸	\$175 million in assets ⁸	
522294	Secondary Market Financing	\$7.0	
522298	All Other Nondepository Credit Intermediation	\$7.0	
522310	Mortgage and Nonmortgage Loan Brokers	\$7.0	

522320	Financial Transactions, Reserve, and Clearinghouse Activities	\$7.0	
522390	Other Activities Related to Credit Intermediation	\$7.0	
Subsector 523 – Financial Investments and Related Activities			
523110	Investment Banking and Securities Dealing	\$7.0	
523120	Securities Brokerage	\$7.0	
523130	Commodity Contracts Dealing	\$7.0	
523140	Commodity Contracts Brokerage	\$7.0	
523210	Securities and Commodity Exchanges	\$7.0	
523910	Miscellaneous Intermediation	\$7.0	
523920	Portfolio Management	\$7.0	
523930	Investment Advice	\$7.0	
523991	Trust, Fiduciary and Custody Activities	\$7.0	
523999	Miscellaneous Financial Investment Activities	\$7.0	
Subsector 524 – Insurance Carriers and Related Activities			
524113	Direct Life Insurance Carriers	\$7.0	
524114	Direct Health and Medical Insurance Carriers	\$7.0	
524126	Direct Property and Casualty Insurance Carriers		1,500
524127	Direct Title Insurance Carriers	\$7.0	
524128	Other Direct Insurance (except Life, Health and Medical) Carriers	\$7.0	
524130	Reinsurance Carriers	\$7.0	
524210	Insurance Agencies and Brokerages	\$7.0	
524291	Claims Adjusting	\$7.0	
524292	Third Party Administration of Insurance and Pension Funds	\$7.0	
524298	All Other Insurance Related Activities	\$7.0	
Subsector 525 – Funds, Trusts and Other Financial Vehicles			
525110	Pension Funds	\$7.0	
525120	Health and Welfare Funds	\$7.0	
525190	Other Insurance Funds	\$7.0	
525910	Open-End Investment Funds	\$7.0	
525920	Trusts, Estates, and Agency Accounts	\$7.0	
525990	Other Financial Vehicles	\$7.0	
Sector 53 – Real Estate and Rental and Leasing			
Subsector 531 – Real Estate			
531110	Lessors of Residential Buildings and Dwellings	\$7.0	
531120	Lessors of Nonresidential Buildings (except Miniwarehouses)	\$7.0	
531130	Lessors of Miniwarehouses and Self Storage Units	\$25.5	

531190	Lessors of Other Real Estate Property	\$7.0	
<i>Except,</i>	Leasing of Building Space to Federal Government by Owners ⁹	\$20.5 ⁹	
531210	Offices of Real Estate Agents and Brokers ¹⁰	\$2.0 ¹⁰	
531311	Residential Property Managers	\$2.0	
531312	Nonresidential Property Managers	\$2.0	
531320	Offices of Real Estate Appraisers	\$2.0	
531390	Other Activities Related to Real Estate	\$2.0	
Subsector 532 – Rental and Leasing Services			
532111	Passenger Car Rental	\$25.5	
532112	Passenger Car Leasing	\$25.5	
532120	Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing	\$25.5	
532210	Consumer Electronics and Appliances Rental	\$7.0	
532220	Formal Wear and Costume Rental	\$7.0	
532230	Video Tape and Disc Rental	\$7.0	
532291	Home Health Equipment Rental	\$7.0	
532292	Recreational Goods Rental	\$7.0	
532299	All Other Consumer Goods Rental	\$7.0	
532310	General Rental Centers	\$7.0	
532411	Commercial Air, Rail, and Water Transportation Equipment Rental and Leasing	\$7.0	
532412	Construction, Mining and Forestry Machinery and Equipment Rental and Leasing	\$7.0	
532420	Office Machinery and Equipment Rental and Leasing	\$25.0	
532490	Other Commercial and Industrial Machinery and Equipment Rental and Leasing	\$7.0	
Subsector 533 – Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)			
533110	Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)	\$7.0	
Sector 54 – Professional, Scientific and Technical Services			
Subsector 541 – Professional, Scientific and Technical Services			
541110	Offices of Lawyers	\$7.0	
541191	Title Abstract and Settlement Offices	\$7.0	
541199	All Other Legal Services	\$7.0	
541211	Offices of Certified Public Accountants	\$8.5	
541213	Tax Preparation Services	\$7.0	
541214	Payroll Services	\$8.5	
541219	Other Accounting Services	\$8.5	
541310	Architectural Services	\$4.5	
541320	Landscape Architectural Services	\$7.0	

541330	Engineering Services	\$4.5	
<i>Except,</i>	Military and Aerospace Equipment and Military Weapons	\$27.0	
<i>Except,</i>	Contracts and Subcontracts for Engineering Services Awarded Under the National Energy Policy Act of 1992	\$27.0	
<i>Except,</i>	Marine Engineering and Naval Architecture	\$18.5	
541340	Drafting Services	\$7.0	
<i>Except,</i>	Map Drafting	\$4.5	
541350	Building Inspection Services	\$7.0	
541360	Geophysical Surveying and Mapping Services	\$4.5	
541370	Surveying and Mapping (except Geophysical) Services	\$4.5	
541380	Testing Laboratories	\$12.0	
541410	Interior Design Services	\$7.0	
541420	Industrial Design Services	\$7.0	
541430	Graphic Design Services	\$7.0	
541490	Other Specialized Design Services	\$7.0	
541511	Custom Computer Programming Services	\$25.0	
541512	Computer Systems Design Services	\$25.0	
541513	Computer Facilities Management Services	\$25.0	
541519	Other Computer Related Services	\$25.0	
<i>Except,</i>	Information Technology Value Added Resellers ¹⁸		150 ¹⁸
541611	Administrative Management and General Management Consulting Services	\$7.0	
541612	Human Resources Consulting Services	\$7.0	
541613	Marketing Consulting Services	\$7.0	
541614	Process, Physical Distribution and Logistics Consulting Services	\$7.0	
541618	Other Management Consulting Services	\$7.0	
541620	Environmental Consulting Services	\$7.0	
541690	Other Scientific and Technical Consulting Services	\$7.0	
541711	Research and Development in Biotechnology ¹¹		500 ¹¹
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology) ¹¹		500 ¹¹
<i>Except,</i>	Aircraft		1,500
<i>Except,</i>	Aircraft Parts, and Auxiliary Equipment, and Aircraft Engine Parts		1,000
<i>Except,</i>	Space Vehicles and Guided Missiles, their Propulsion Units, their Propulsion Units Parts, and their Auxiliary Equipment and Parts		1,000

541720	Research and Development in the Social Sciences and Humanities	\$7.0	
541810	Advertising Agencies ¹⁰	\$7.0 ¹⁰	
541820	Public Relations Agencies	\$7.0	
541830	Media Buying Agencies	\$7.0	
541840	Media Representatives	\$7.0	
541850	Display Advertising	\$7.0	
541860	Direct Mail Advertising	\$7.0	
541870	Advertising Material Distribution Services	\$7.0	
541890	Other Services Related to Advertising	\$7.0	
541910	Marketing Research and Public Opinion Polling	\$7.0	
541921	Photography Studios, Portrait	\$7.0	
541922	Commercial Photography	\$7.0	
541930	Translation and Interpretation Services	\$7.0	
541940	Veterinary Services	\$7.0	
541990	All Other Professional, Scientific and Technical Services	\$7.0	
Sector 55 – Management of Companies and Enterprises			
Subsector 551 – Management of Companies and Enterprises			
551111	Offices of Bank Holding Companies	\$7.0	
551112	Offices of Other Holding Companies	\$7.0	
Sector 56 – Administrative and Support, Waste Management and Remediation Services			
Subsector 561 – Administrative and Support Services			
561110	Office Administrative Services	\$7.0	
561210	Facilities Support Services ¹²	\$35.5 ¹²	
561311	Employment Placement Agencies	\$7.0	
561312	Executive Search Services	\$7.0	
561320	Temporary Help Services	\$13.5	
561330	Professional Employer Organizations	\$13.5	
561410	Document Preparation Services	\$7.0	
561421	Telephone Answering Services	\$7.0	
561422	Telemarketing Bureaus and Other contact Centers	\$7.0	
561431	Private Mail Centers	\$7.0	
561439	Other Business Service Centers (including Copy Shops)	\$7.0	
561440	Collection Agencies	\$7.0	
561450	Credit Bureaus	\$7.0	
561491	Repossession Services	\$7.0	
561492	Court Reporting and Stenotype Services	\$7.0	

561499	All Other Business Support Services	\$7.0	
561510	Travel Agencies ¹⁰	\$3.5 ¹⁰	
561520	Tour Operators ¹⁰	\$7.0 ¹⁰	
561591	Convention and Visitors Bureaus	\$7.0	
561599	All Other Travel Arrangement and Reservation Services	\$7.0	
561611	Investigation Services	\$12.5	
561612	Security Guards and Patrol Services	\$18.5	
561613	Armored Car Services	\$12.5	
561621	Security Systems Services (except Locksmiths)	\$12.5	
561622	Locksmiths	\$7.0	
561710	Exterminating and Pest Control Services	\$7.0	
561720	Janitorial Services	\$16.5	
561730	Landscaping Services	\$7.0	
561740	Carpet and Upholstery Cleaning Services	\$4.5	
561790	Other Services to Buildings and Dwellings	\$7.0	
561910	Packaging and Labeling Services	\$7.0	
561920	Convention and Trade Show Organizers ¹⁰	\$7.0 ¹⁰	
561990	All Other Support Services	\$7.0	
Subsector 562 – Waste Management and Remediation Services			
562111	Solid Waste Collection	\$12.5	
562112	Hazardous Waste Collection	\$12.5	
562119	Other Waste Collection	\$12.5	
562211	Hazardous Waste Treatment and Disposal	\$12.5	
562212	Solid Waste Landfill	\$12.5	
562213	Solid Waste Combustors and Incinerators	\$12.5	
562219	Other Nonhazardous Waste Treatment and Disposal	\$12.5	
562910	Remediation Services	\$14.0	
<i>Except,</i>	Environmental Remediation Services ¹⁴		500 ¹⁴
562920	Materials Recovery Facilities	\$12.5	
562991	Septic Tank and Related Services	\$7.0	
562998	All Other Miscellaneous Waste Management Services	\$7.0	
Sector 61 – Educational Services			
Subsector 611 – Educational Services			
611110	Elementary and Secondary Schools	\$7.0	
611210	Junior Colleges	\$7.0	
611310	Colleges, Universities and Professional Schools	\$7.0	
611410	Business and Secretarial Schools	\$7.0	
611420	Computer Training	\$7.0	

611430	Professional and Management Development Training	\$7.0	
611511	Cosmetology and Barber Schools	\$7.0	
611512	Flight Training	\$25.5	
611513	Apprenticeship Training	\$7.0	
611519	Other Technical and Trade Schools	\$7.0	
<i>Except,</i>	Job Corps Centers ¹⁶	\$35.5 ¹⁶	
611610	Fine Arts Schools	\$7.0	
611620	Sports and Recreation Instruction	\$7.0	
611630	Language Schools	\$7.0	
611691	Exam Preparation and Tutoring	\$7.0	
611692	Automobile Driving Schools	\$7.0	
611699	All Other Miscellaneous Schools and Instruction	\$7.0	
611710	Educational Support Services	\$7.0	
Sector 62 – Health Care and Social Assistance			
Subsector 621 – Ambulatory Health Care Services			
621111	Offices of Physicians (except Mental Health Specialists)	\$10.0	
621112	Offices of Physicians, Mental Health Specialists	\$10.0	
621210	Offices of Dentists	\$7.0	
621310	Offices of Chiropractors	\$7.0	
621320	Offices of Optometrists	\$7.0	
621330	Offices of Mental Health Practitioners (except Physicians)	\$7.0	
621340	Offices of Physical, Occupational and Speech Therapists and Audiologists	\$7.0	
621391	Offices of Podiatrists	\$7.0	
621399	Offices of All Other Miscellaneous Health Practitioners	\$7.0	
621410	Family Planning Centers	\$10.0	
621420	Outpatient Mental Health and Substance Abuse Centers	\$10.0	
621491	HMO Medical Centers	\$10.0	
621492	Kidney Dialysis Centers	\$34.5	
621493	Freestanding Ambulatory Surgical and Emergency Centers	\$10.0	
621498	All Other Outpatient Care Centers	\$10.0	
621511	Medical Laboratories	\$13.5	
621512	Diagnostic Imaging Centers	\$13.5	
621610	Home Health Care Services	\$13.5	
621910	Ambulance Services	\$7.0	
621991	Blood and Organ Banks	\$10.0	
621999	All Other Miscellaneous Ambulatory Health Care Services	\$10.0	

Subsector 622 – Hospitals			
622110	General Medical and Surgical Hospitals	\$34.5	
622210	Psychiatric and Substance Abuse Hospitals	\$34.5	
622310	Specialty (except Psychiatric and Substance Abuse) Hospitals	\$34.5	
Subsector 623 – Nursing and Residential Care Facilities			
623110	Nursing Care Facilities	\$13.5	
623210	Residential Mental Retardation Facilities	\$10.0	
623220	Residential Mental Health and Substance Abuse Facilities	\$7.0	
623311	Continuing Care Retirement Communities	\$13.5	
623312	Homes for the Elderly	\$7.0	
623990	Other Residential Care Facilities	\$7.0	
Subsector 624 – Social Assistance			
624110	Child and Youth Services	\$7.0	
624120	Services for the Elderly and Persons with Disabilities	\$7.0	
624190	Other Individual and Family Services	\$7.0	
624210	Community Food Services	\$7.0	
624221	Temporary Shelters	\$7.0	
624229	Other Community Housing Services	\$7.0	
624230	Emergency and Other Relief Services	\$7.0	
624310	Vocational Rehabilitation Services	\$7.0	
624410	Child Day Care Services	\$7.0	
Sector 71 – Arts, Entertainment and Recreation			
Subsector 711 – Performing Arts, Spectator Sports and Related Industries			
711110	Theater Companies and Dinner Theaters	\$7.0	
711120	Dance Companies	\$7.0	
711130	Musical Groups and Artists	\$7.0	
711190	Other Performing Arts Companies	\$7.0	
711211	Sports Teams and Clubs	\$7.0	
711212	Race Tracks	\$7.0	
711219	Other Spectator Sports	\$7.0	
711310	Promoters of Performing Arts, Sports and Similar Events with Facilities	\$7.0	
711320	Promoters of Performing Arts, Sports and Similar Events without Facilities	\$7.0	
711410	Agents and Managers for Artists, Athletes, Entertainers and Other Public Figures	\$7.0	
711510	Independent Artists, Writers, and Performers	\$7.0	
Subsector 712 – Museums, Historical Sites and Similar Institutions			
712110	Museums	\$7.0	

712120	Historical Sites	\$7.0	
712130	Zoos and Botanical Gardens	\$7.0	
712190	Nature Parks and Other Similar Institutions	\$7.0	
Subsector 713 – Amusement, Gambling and Recreation Industries			
713110	Amusement and Theme Parks	\$7.0	
713120	Amusement Arcades	\$7.0	
713210	Casinos (except Casino Hotels)	\$7.0	
713290	Other Gambling Industries	\$7.0	
713910	Golf Courses and Country Clubs	\$7.0	
713920	Skiing Facilities	\$7.0	
713930	Marinas	\$7.0	
713940	Fitness and Recreational Sports Centers	\$7.0	
713950	Bowling Centers	\$7.0	
713990	All Other Amusement and Recreation Industries	\$7.0	
Sector 72 – Accommodation and Food Services			
Subsector 721 – Accommodation			
721110	Hotels (except Casino Hotels) and Motels	\$30.0	
721120	Casino Hotels	\$30.0	
721191	Bed-and-Breakfast Inns	\$7.0	
721199	All Other Traveler Accommodation	\$7.0	
721211	RV (Recreational Vehicle) Parks and Campgrounds	\$7.0	
721214	Recreational and Vacation Camps (except Campgrounds)	\$7.0	
721310	Rooming and Boarding Houses	\$7.0	
Subsector 722 – Food Services and Drinking Places			
722110	Full-Service Restaurants	\$7.0	
722211	Limited-Service Restaurants	\$10.0	
722212	Cafeterias, Grill Buffets, and Buffets	\$25.5	
722213	Snack and Nonalcoholic Beverage Bars	\$7.0	
722310	Food Service Contractors	\$35.5	
722320	Caterers	\$7.0	
722330	Mobile Food Services	\$7.0	
722410	Drinking Places (Alcoholic Beverages)	\$7.0	
Sector 81 – Other Services			
Subsector 811 – Repair and Maintenance			
811111	General Automotive Repair	\$7.0	
811112	Automotive Exhaust System Repair	\$7.0	
811113	Automotive Transmission Repair	\$7.0	
811118	Other Automotive Mechanical and Electrical Repair and Maintenance	\$7.0	

811121	Automotive Body, Paint and Interior Repair and Maintenance	\$7.0	
811122	Automotive Glass Replacement Shops	\$10.0	
811191	Automotive Oil Change and Lubrication Shops	\$7.0	
811192	Car Washes	\$7.0	
811198	All Other Automotive Repair and Maintenance	\$7.0	
811211	Consumer Electronics Repair and Maintenance	\$7.0	
811212	Computer and Office Machine Repair and Maintenance	\$25.0	
811213	Communication Equipment Repair and Maintenance	\$10.0	
811219	Other Electronic and Precision Equipment Repair and Maintenance	\$19.0	
811310	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	\$7.0	
811411	Home and Garden Equipment Repair and Maintenance	\$7.0	
811412	Appliance Repair and Maintenance	\$14.0	
811420	Reupholstery and Furniture Repair	\$7.0	
811430	Footwear and Leather Goods Repair	\$7.0	
811490	Other Personal and Household Goods Repair and Maintenance	\$7.0	
Subsector 812 – Personal and Laundry Services			
812111	Barber Shops	\$7.0	
812112	Beauty Salons	\$7.0	
812113	Nail Salons	\$7.0	
812191	Diet and Weight Reducing Centers	\$19.0	
812199	Other Personal Care Services	\$7.0	
812210	Funeral Homes and Funeral Services	\$7.0	
812220	Cemeteries and Crematories	\$19.0	
812310	Coin-Operated Laundries and Drycleaners	\$7.0	
812320	Drycleaning and Laundry Services (except Coin-Operated)	\$5.0	
812331	Linen Supply	\$30.0	
812332	Industrial Launderers	\$35.5	
812910	Pet Care (except Veterinary) Services	\$7.0	
812921	Photofinishing Laboratories (except One-Hour)	\$19.0	
812922	One-Hour Photofinishing	\$14.0	
812930	Parking Lots and Garages	\$35.5	
812990	All Other Personal Services	\$7.0	
Subsector 813 – Religious, Grantmaking, Civic, Professional and Similar Organizations			
813110	Religious Organizations	\$7.0	
813211	Grantmaking Foundations	\$30.0	

813212	Voluntary Health Organizations	\$25.5	
813219	Other Grantmaking and Giving Services	\$35.5	
813311	Human Rights Organizations	\$25.5	
813312	Environment, Conservation and Wildlife Organizations	\$14.0	
813319	Other Social Advocacy Organizations	\$7.0	
813410	Civic and Social Organizations	\$7.0	
813910	Business Associations	\$7.0	
813920	Professional Organizations	\$14.0	
813930	Labor Unions and Similar Labor Organizations	\$7.0	
813940	Political Organizations	\$7.0	
813990	Other Similar Organizations (except Business, Professional, Labor, and Political Organizations)	\$7.0	
Sector 92 – Public Administration¹⁹			
(Small business size standards are not established for this sector. Establishments in the Public Administration Sector are Federal, state, and local government agencies which administer and oversee government programs and activities that are not performed by private establishments.)			

FOOTNOTES

1. NAICS codes 221111, 221112, 221113, 221119, 221121, 221122 – A firm is small if, including its affiliates, it is primarily engaged in the generation, transmission, and/or distribution of electric energy for sale and its total electric output for the preceding fiscal year did not exceed 4 million megawatt hours.
2. NAICS code 237990 – Dredging: To be considered small for purposes of Government procurement, a firm must perform at least 40 percent of the volume dredged with its own equipment or equipment owned by another small dredging concern.
3. NAICS code 311421 – For purposes of Government procurement for food canning and preserving, the standard of 500 employees excludes agricultural labor as defined in section 3306(k) of the Internal Revenue Code, 26 U.S.C. 3306(k).
4. NAICS code 324110 – For purposes of Government procurement, the petroleum refiner must be a concern that has no more than 1,500 employees nor more than 125,000 barrels per calendar day total Operable Atmospheric Crude Oil Distillation capacity. Capacity includes owned or leased facilities as well as facilities under a processing agreement or an arrangement such as an exchange agreement or a throughput. The total product to be delivered under the contract must be at least 90 percent refined by the successful bidder from either crude oil or bona fide feedstocks.
5. NAICS code 326211 – For Government procurement, a firm is small for bidding on a contract for pneumatic tires within Census Classification codes 30111 and 30112, provided that:
 - a) the value of tires within Census Classification codes 30111 and 30112 which it manufactured in the United States during the previous calendar year is more than 50 percent of the value of its total worldwide manufacture,
 - b) the value of pneumatic tires within Census Classification codes 30111 and 30112 comprising its total worldwide manufacture during the preceding calendar year was less than 5 percent of the value of all such tires manufactured in the United States during that period, and
 - c) the value of the principal product which it manufactured or otherwise produced, or sold worldwide during the preceding calendar year is less than 10 percent of the total value of such products manufactured or otherwise produced or sold in the United States during that period.
6. NAICS Subsectors 333, 334, 335 and 336 – For rebuilding machinery or equipment on a factory basis, or equivalent, use the NAICS code for a newly manufactured product. Concerns performing major rebuilding or overhaul activities do not necessarily have to meet the criteria for being a "manufacturer" although the activities may be classified under a manufacturing NAICS code. Ordinary repair services or preservation are not considered rebuilding.

7. NAICS code 336413 – Contracts for the rebuilding or overhaul of aircraft ground support equipment on a contract basis are classified under NAICS code 336413.
8. NAICS Codes 522110, 522120, 522130, 522190, 522210 and 522293 – A financial institution's assets are determined by averaging the assets reported on its four quarterly financial statements for the preceding year. "Assets" for the purposes of this size standard means the assets defined according to the Federal Financial Institutions Examination Council 034 call report form.
9. NAICS code 531190 – Leasing of building space to the Federal Government by Owners: For Government procurement, a size standard of \$20.5 million in gross receipts applies to the owners of building space leased to the Federal Government. The standard does not apply to an agent.
10. NAICS codes 488510, 531210, 541810, 561510, 561520 and 561920 – As measured by total revenues, but excluding funds received in trust for an unaffiliated third party, such as bookings or sales subject to commissions. The commissions received are included as revenue.
11. NAICS code 541711 and 541712 – For research and development contracts requiring the delivery of a manufactured product, the appropriate size standard is that of the manufacturing industry.
 - a) "Research and Development" means laboratory or other physical research and development. It does not include economic, educational, engineering, operations, systems, or other nonphysical research; or computer programming, data processing, commercial and/or medical laboratory testing.
 - b) For purposes of the Small Business Innovation Research (SBIR) program only, a different definition has been established by law. See section 121.701 of these regulations.
 - c) "Research and Development" for guided missiles and space vehicles includes evaluations and simulation, and other services requiring thorough knowledge of complete missiles and spacecraft.
12. NAICS 561210 – Facilities Support Services:
 - a) If one or more activities of Facilities Support Services as defined in paragraph (b) (below in this footnote) can be identified with a specific industry and that industry accounts for 50% or more of the value of an entire procurement, then the proper classification of the procurement is that of the specific industry, not Facilities Support Services.
 - b) "Facilities Support Services" requires the performance of three or more separate activities in the areas of services or specialty trade contractors industries. If services are performed, these service activities must each be in a separate NAICS industry. If the procurement requires the use of specialty trade contractors (plumbing, painting, plastering, carpentry, etc.), all such specialty trade contractors activities are considered a single activity and classified as "Building

and Property Specialty Trade Services." Since "Building and Property Specialty Trade Services" is only one activity, two additional activities of separate NAICS industries are required for a procurement to be classified as "Facilities Support Services."

13. NAICS code 238990 – Building and Property Specialty Trade Services:

If a procurement requires the use of multiple specialty trade contractors (i.e., plumbing, painting, plastering, carpentry, etc.), and no specialty trade accounts for 50% or more of the value of the procurement, all such specialty trade contractors activities are considered a single activity and classified as Building and Property Specialty Trade Services.

14. NAICS 562910 – Environmental Remediation Services:

- a) For SBA assistance as a small business concern in the industry of Environmental Remediation Services, other than for Government procurement, a concern must be engaged primarily in furnishing a range of services for the remediation of a contaminated environment to an acceptable condition including, but not limited to, preliminary assessment, site inspection, testing, remedial investigation, feasibility studies, remedial design, containment, remedial action, removal of contaminated materials, storage of contaminated materials and security and site closeouts. If one of such activities accounts for 50 percent or more of a concern's total revenues, employees, or other related factors, the concern's primary industry is that of the particular industry and not the Environmental Remediation Services Industry.
- b) For purposes of classifying a Government procurement as Environmental Remediation Services, the general purpose of the procurement must be to restore or directly support the restoration of a contaminated environment. This includes activities such as preliminary assessment, site inspection, testing, remedial investigation, feasibility studies, remedial design, remediation services, containment, and removal of contaminated materials or security and site closeouts. The general purpose of the procurement need not necessarily include remedial actions. Also, the procurement must be composed of activities in three or more separate industries with separate NAICS codes or, in some instances (*e.g.*, engineering), smaller sub-components of NAICS codes with separate and distinct size standards. These activities may include, but are not limited to, separate activities in industries such as: Heavy Construction; Special Trade Contractors; Engineering Services; Architectural Services; Management Consulting Services; Hazardous and Other Waster Collection; Remediation Services; Testing Laboratories; and Research and Development in the Physical, Engineering, and Life Sciences. If any activity in the procurement can be identified with a separate NAICS code, or component of a code with a separate distinct size standard, and that industry accounts for 50 percent or more of the value of the entire procurement, then the proper size standard is the one for that particular industry, and not the Environmental Remediation Service size standard.

15. Subsector 483 – Water Transportation - Offshore Marine Services: The applicable size standard shall be \$28.0 million for firms furnishing specific transportation services to concerns engaged in offshore oil and/or natural gas exploration, drilling production, or marine research; such services encompass passenger and freight transportation, anchor handling, and related logistical services to and from the work site.
16. NAICS code 611519 – Job Corps Centers. For classifying a Federal procurement, the purpose of the solicitation must be for the management and operation of a U.S. Department of Labor Job Corps Center. The activities involved include admissions activities, life skills training, educational activities, comprehensive career preparation activities, career development activities, career transition activities, as well as the management and support functions and services needed to operate and maintain the facility. For SBA assistance as a small business concern, other than for Federal Government procurements, a concern must be primarily engaged in providing the services to operate and maintain Federal Job Corps Centers.
17. NAICS code 115310 – Support Activities for Forestry – Forest Fire Suppression and Fuels Management Services are two components of Support Activities for Forestry. Forest Fire Suppression includes establishments which provide services to fight forest fires. These firms usually have fire-fighting crews and equipment. Fuels Management Services firms provide services to clear land of hazardous materials that would fuel forest fires. The treatments used by these firms may include prescribed fire, mechanical removal, establishing fuel breaks, thinning, pruning, and piling.
18. NAICS code 541519 – An Information Technology Value Added Reseller provides a total solution to information technology acquisitions by providing multi-vendor hardware and software along with significant services. Significant value added services consist of, but are not limited to, configuration consulting and design, systems integration, installation of multi-vendor computer equipment, customization of hardware or software, training, product technical support, maintenance, and end user support. For purposes of Government procurement, an information technology procurement classified under this industry category must consist of at least 15% and not more than 50% of value added services as measured by the total price less the cost of information technology hardware, computer software, and profit. If the contract consists of less than 15% of value added services, then it must be classified under a NAICS manufacturing industry. If the contract consists of more than 50% of value added services, then it must be classified under the NAICS industry that best describes the predominate service of the procurement. To qualify as an Information Technology Value Added Reseller for purposes of SBA assistance, other than for Government procurement, a concern must be primarily engaged in providing information technology equipment and computer software and provide value added services which account for at least 15% of its receipts but not more than 50% of its receipts.
19. NAICS Sector 92 – Small business size standards are not established for this sector. Establishments in the Public Administration sector are Federal, State, and local government agencies which administer and oversee government programs and activities that are not performed by private establishments. Concerns performing operational

services for the administration of a government program are classified under the NAICS private sector industry based on the activities performed. Similarly, procurements for these types of services are classified under the NAICS private sector industry that best describes the activities to be performed. For example, if a government agency issues a procurement for law enforcement services, the requirement would be classified using one of the NAICS industry codes under NAICS industry 56161, Investigation, Guard, and Armored Car Services.

Contacts

SBA's Office of Government Contracting has six offices with an employee designated as a Size Specialist. Below are the office addresses and telephone numbers.

Area I

Office of Government Contracting
Boston Area Office
U.S. Small Business Administration
10 Causeway Street
Room 265
Boston, MA 02222-1093
Tel: (617) 565-5622

Area IV

Office of Government Contracting
Chicago Area Office
U.S. Small Business Administration
500 West Madison Street
Suite 1250
Chicago, IL 60661-2511
Tel: (312) 353-7674

Area II

Office of Government Contracting
Philadelphia Area Office
U.S. Small Business Administration
Parkview Office Tower
1150 First Avenue, Suite 1001
King of Prussia, PA 19406
Tel: (610) 382-3190

Area V

Office Government Contracting
Dallas Area Office
U.S. Small Business Administration
4300 Amon Carter Boulevard,
Suite 116
Fort Worth, TX 76155
Tel: (817) 684-5301

Area III

Office of Government Contracting
Atlanta Area Office
U.S. Small Business Administration
233 Peachtree Street, NE
Suite 1805
Atlanta, GA 30303
Tel: (404) 331-7587

Area VI

Office of Government Contracting
San Francisco Area Office
U.S. Small Business Administration
455 Market Street
6th Floor
San Francisco, CA 94105
Tel: (415) 744-8429

IN WASHINGTON, DC, THERE ARE TWO OFFICES THAT YOU MAY
CONTACT

Office of Size Standards

U.S. Small Business Administration
409 3rd Street, SW
Washington, DC 20416
Tel: (202) 205-6618

Office of Contracting Assistance

U.S. Small Business Administration
409 3rd Street, SW
Washington, DC 20416
Tel: (202) 205-6460



Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• Read instructions on reverse side/see note below

FORM
13

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name	The City of Lincoln		Name	G K Services	
Street or Other Mailing Address	555 South 10th Street		Street or Other Mailing Address	1150 Applewood Drive, Ste. 2	
City	State	Zip Code	City	State	Zip Code
Lincoln	NE	68508	Papillion,	NE	68046

Check Type of Certificate

☐ Single Purchase ☒ Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One ☐ Purchase for Resale (Complete Section A) ☒ Exempt Purchase (Complete Section B) ☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of
from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the
form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased	Intended Use of Item(s) Purchased
----------------------------------	-----------------------------------

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold	Date of Seller's Original Purchase	Was Tax Paid when Purchased by Seller?	Was Item Depreciable?
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____ (exempt entity)

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here

Authorized Signature

Purchasing Agent

Title

Date

6-6-13

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.

6-134-1970 Rev. 3-2009
Supersedes 6-134-1970 Rev. 10-2007

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE.

Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstatexregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).